



CITY CLERK  
GLOUCESTER, MA  
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**GLOUCESTER CITY COUNCIL  
Budget & Finance Committee**

Thursday, August 8, 2013 – 6:00 p.m.  
1<sup>st</sup> Fl. Council Committee Room – City Hall

**AGENDA**

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

1. **Capital Improvement Advisory Board's Annual Report (CIAB) - FY13**
2. **Memorandum from CFO re: Loan Order Authorization for the FY13/FY14 capital projects that are being proposed to City Council for appropriation in the amount of \$2,475,000**
3. **a) Memorandum, Grant Application & Checklist from Fire Chief re: US DHS/FEMA State Homeland Security Program (SHSP) Emergency Management Performance Grant (EMPG)**  
**b) Memorandum, Grant Application & Checklist from Fire Chief re: US DHS/FEMA State Homeland Security Program (SHSP) Citizen Corp Program (CCP) in the amount of \$5,000**
4. **Memorandum from Treasurer of the Committee for the Arts re: City Council acceptance of a Grant for \$5,000 from the Bruce J. Anderson Foundation**
5. **Memorandum from Director of Finance & Operation for Gloucester Public Schools re: Permission to pay an invoice for services/goods procured without a purchase order in place**
6. **a) Memorandum, Grant Application & Checklist from Public Health Director re: City Council acceptance of one year extension funding for \$80,000 from Bureau of Substance Abuse Services, Underage Drinking Prevention Grant**  
**b) Memorandum, Grant Application & Checklist from Public Health Director re: City Council Acceptance of Mass. Dept. of Public Health, Bureau of Substance Abuse Services, Mass. Opioid Abuse Prevention Regional Collaborative Award for \$100,000**
7. **Memorandum, Grant Application & Checklist from CAO re: Essex Heritage Visitors Center Grant For \$2,600**
8. **CC2013-022 (Cox/McGeary) Whether there shall be a parking lot and amend GCO Sec. 22-291, Sec. 22-288, Sec. 22-210, Sec. 22-212 and Sec. 22-216 re: 65 Rogers Street (I4-C2)**
9. **Memorandum and pertinent information from CFO re: appropriation funding request for Lanes Cove Breakwater**
10. **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**

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  
Fire Chief Eric Smith  
Hans Baumhauer  
Max Schenk  
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.

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**CAPITAL IMPROVEMENT ADVISORY BOARD  
CITY OF GLOUCESTER  
ANNUAL REPORT – FY 2013**

I. Introduction

The City of Gloucester Capital Improvement Advisory Board (the “CIAB”) presently consists of seven members: Josh Arnold, Donald Fryklund, Joan Kimberley, Kersten Lanes, Janet Rice, June Steel and Michelle Sweet. Joel Favazza was serving on this Board when the initial draft was completed. Ms. Lanes serves as Chairperson for the CIAB.

The last City of Gloucester Capital Improvement Plan (known as a “CIP”) was produced by the CIAB in 2007 for FY 2008. Shortly thereafter, the CIAB fell dormant. The CIAB began meeting and accepting departmental submissions again in October 2010, and produced a limited Annual Report in September 2011.

In July 2012, at the direction of Mayor Kirk, the CIAB retooled its focus and duties to align more closely with the statutory obligations dictated by the City Charter and the City Code of Ordinances. Pursuant to the City Charter, the role of the CIAB is to advise the Community Development Department with regards to its five-year Capital Improvement Program (§ 5-1); pursuant to the City Code of Ordinances, the CIAB is also tasked with reviewing a ten-year Capital Improvement Plan produced by the Community Development Department and providing citizen input on that plan to the Mayor (§§2-585 to 2-587).

The CIAB received a draft CIP from the City staff covering FY 2013-17 (the “Draft CIP”). After reviewing the Draft CIP, the CIAB held meetings attended by various department heads and discussed particular capital requests. This Annual Report is the net result and end product of those meetings, the CIAB’s consideration of the information provided by various department heads and City staff, and the board’s review of the Draft CIP, submitted to provide citizen input on the proposed capital plan.

To provide context to this report the CIAB recognized that, in some cases, the City and School buildings over the past ten to twenty years had been poorly maintained and that the City also has to deal with the compliance of our water system which deals with tens of millions of dollars. The City’s administration is working diligently and has improved on this maintenance but there is still much to do. It is very difficult to fix problems that have been ongoing for so long in just a few years. The administration has taken many steps in improving the situation. They have hired a facilities manager to make an assessment of all the buildings and make recommendations, the Department of Public Works has taken over maintenance of all schools and we are progressing with the infrastructure repairs. With the hiring of the facilities manager, the City will be able to put together a comprehensive buildings and facilities plan.

The CIAB also must recognize the amount of money spent and the capital projects that have been completed or are in the process of being completed for the benefit of all in the community. The City has spent over \$90,000,000 in water and sewer infrastructure which was mandated by the Mass DEP and the EPA. Capital resources have been invested in Newell Stadium, City Hall renovations, School Department roofs, road repairs, vehicles and equipment, repairs at the Talbot Rink. Payment for some of these renovations were made by grants and by obtaining the lowest interest rates possible. Much time and skill has been invested in seeing these projects completed by many of the city's staff.

## II. Analysis of Draft CIP

Rather than address individual line items in the Draft CIP and respond with a figurative thumbs up or down or narrowly tailored reprioritization comments, the CIAB instead has taken a holistic view of the Draft CIP in an attempt to provide the most effective citizen input. The CIAB recognizes that the very existence of a five year CIP is a marked improvement over the past five years. The Draft CIP brings in capital requests from nearly all departments, aims to provide organization and necessary background information, attempts to avoid conflicting or duplicate requests, and schedules these requests to match expected debt capacity. After reviewing the Draft CIP, the CIAB has distilled its response into four major themes:

- Maintenance / Obsolescence
- Additional Information for Major Projects
- Omissions
- Sustainability

### A. Maintenance / Obsolescence

A common theme running through many capital expenditure requests was to replace equipment or buildings that were: (a) beyond their life expectancy; (b) poorly maintained; (c) an impending emergency; or (d) all of the above. The City has started to properly budget for and carry out the necessary maintenance and replacements needed for equipment and/or buildings. The CIAB recommends the City carefully log what equipment is installed and where it is located, when each piece is due for maintenance, and the proposed timing for replacement. The CIAB also recommends that the City pledge to properly follow these maintenance and replacement schedules: this should help avoid some of the emergencies.

In the area of Fire, Police and DPW vehicles, the City has begun staggering its purchases of such equipment. With a staggered schedule the City can begin purchasing some new and some used equipment when multiple pieces of equipment must be purchased at the same time. If the City continues staggering its purchases, it should avoid future peaks in spending.

### B. Additional Information for Major Projects

The CIAB did not have all the information at the time of this report needed to provide concise input into two Draft CIP items with the largest amount of capital funds requested; those being the

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combined public safety building and West Parish School. Any construction or renovations of those buildings will likely factor into the future use of several City buildings including the existing Police and Central Fire station, outlying fire stations, Fuller School and City Hall.

The combined public safety building will involve complex issues that must be considered in determining whether or not to go forward with this project, such as the potential for cost savings and the effect on emergency response times throughout the City. We would like to request the City put together a team to look into the costs of building this combined safety building as well as a team to come up with future uses for the existing city owned buildings that will be vacated. Having a comprehensive plan will assist the community in supporting this endeavor.

There is currently a feasibility study underway investigating a new West Parish School. After the results of the study have been presented to the public, we will have a better understanding as to the cost-benefits of this project. This Board would also like to request that the School Department come up with a plan for the rest of the school buildings and their possible obsolescence. With a ten – twenty year plan Gloucester’s community will have a better understanding of school building needs now and in the future.

C. Omissions

It would be helpful if the Draft CIP included information for the remaining major water and sewer projects that are proposed. For example, while the Draft CIP covers most of the City’s capital project needs, it does not take into account any aspect of the water / sewer systems<sup>1</sup> or other known projects such as the Boulevard seawall. Any final CIP needs to address the City’s many dams, continued combined-sewer-overflow work, and the impending secondary treatment requirements for sewerage processing. The City’s CFO explained that if the City were mandated to provide secondary treatment of sewerage this capital expense alone has the potential to drastically alter the City’s ability to borrow or spend on capital projects and could result in the unavoidable postponement or cancellation of many of the projects currently listed in the Draft CIP. An updated water master plan is currently being prepared and an updated sewer plan will follow. The updated information will assist the CIAB in going forward regarding the water/sewer systems.

Additionally, the Draft CIP could be amended to include a more comprehensive long-term plan for the City. For example: an articulated public safety plan, which would allow the CIAB, those involved in the budgeting process, and the citizens of the City to better understand and analyze the public safety-related items in a final CIP. The CIAB has heard about a possible new combined public safety building while there are at the same time requests for upgrades and repairs at the existing safety facilities. The CIAB would request that more specifics be provided as to what might be on the horizon. Any needed commissions could be assembled and studies initiated if that would help analyze the bigger picture and not just individual projects requesting funding.

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D. Sustainability

The City has had six consecutive balanced budgets in very difficult financial times. The way to sustain that is twofold:

First: The City has to continue to make tough choices about prioritizing spending while maintaining all the services citizens have come to expect. This is where the CIAB should be most helpful to the Mayor.

Second: Ways of increasing capacity need to be developed. Efforts must be continued and enhanced to better utilize our existing assets, maintain and attract business and developments in all sectors of the economy, encourage investment, and support local businesses and cultural activities that highlight all the things about Gloucester that make it such a special place.

III. Recommendations for Next Year

The CIAB hopes the City continues to move forward with comprehensive capital planning over the next year. In doing so, the CIAB recommends that the CIP be expanded to cover 10 years per statutory requirement. Additionally, individual departments should be encouraged or instructed to draft their own 10-year CIP (including comprehensive maintenance and replacement schedules for existing equipment), which the administration could then use as the basis for the City-wide CIP.

To be more effective this Board needs to make sure we get all the information necessary from department heads to generate this report together and make recommendations to the Mayor. We also need to advocate for more communication with administrative leaders to ensure we are getting all the input we need to help assess the budget and give good advice to the Mayor. In order to do this the CIAB will put together a calendar to coincide with the next budget year 2015. This should enable us to have this report completed for the Mayor to present to the City Council at the same time the budget is presented.

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-282-4113  
jtowne@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE CHIEF FINANCE OFFICER**

MEMORANDUM

To: Mayor Kirk  
From: Jeffrey C. Towne, CFO *JCT*  
Date: May 21, 2013  
Re: Loan Order Authorization

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Per your request please find the loan order authorization language for the FY13/FY14 capital projects that are being proposed to City Council for appropriation:

Ordered: that \$2,475,000 is appropriated for the following purposes in the following amounts:

<u>Amount</u>	<u>Purpose</u>
\$1,000,000	DPW building addition
\$500,000	Financial software purchase/installation
\$350,000	Salt shed
\$250,000	City Hall boiler replacement
\$240,000	Street sweeper
\$135,000	Repairs to fire stations

including the payment of all costs incidental or related thereto; that to meet this appropriation the Treasurer with the approval of the Mayor is authorized to borrow \$2,475,000 under Chapter 44 of the Massachusetts General Laws or any other enabling legislation; that the Mayor and any other appropriate City official is authorized to contract for and expend any federal, state or private aid available for the project; and that the Treasurer is authorized to file an application with the Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any or all of the bonds authorized by this order and to provide such information and execute such documents as the Municipal Finance Oversight Board may require for these purposes.

Page 2 of 2

The principal and interest costs for the debt associated with these capital items will, once permanently financed, be almost identical to existing general fund debt coming offline. This was a fundamental concept associated with the FY13-FY17 Capital Improvement Plan.

The DPW building addition will accommodate City DPW Staff, materials, equipment and supplies that are presently located at the Fuller School Building. This new building addition will be located at the DPW Complex on Poplar Street.

For further information related to each project please see the Capital Improvements Plan 2013-2017. Please refer this matter to the City Council for referral to the Budget & Finance Committee for review. Thank you.

- |                       |  |              |                  |             |
|-----------------------|--|--------------|------------------|-------------|
| 13. New Appointments: | Gloucester Housing Authority Tenant Representative | TTE 05/31/18 | Barbara Snare    |             |
|                       | Fisheries Commission                               | TTE 02/14/16 | Scott O. Swicker |             |
|                       | Downtown Development Commission                    | TTE 02/14/16 | Alan DeLorenzo   |             |
| Reappointments:       | Licensing Board                                    | TTE 05/31/19 | John Rando       | (Refer O&A) |
- **COMMUNICATIONS/INVITATIONS**
  - **INFORMATION ONLY**
1. Superior Court Civil Action Compliant VJ & E Realty LLC, et al v. Gloucester Conservation Commission & Beauport Gloucester et al (Info Only)
    - **APPLICATIONS/PETITIONS**
  1. SCP2013-004: Biskie Head Point #20, Unit #1, GZO Sec. 5.5.4 Lowlands (Refer P&D)
  2. Application for License of Flammable and Combustible Liquids, Flammable Gases and Solids re: 135 Coles Island Road (Refer P&D)
    - **COUNCILORS ORDERS**
  1. CC2013-019 (LeBlanc) Amend GCO Chapter 22, Sec. 22-287 "Disabled Veteran, handicapped parking re: Middle Street #15 (Refer O&A & TC)
    - **APPROVAL OF MINUTES FROM PREVIOUS COUNCIL AND STANDING COMMITTEE MEETINGS**
  1. City Council Meeting: 05/14/2013 (Approve/File)
  2. Standing Committee Meetings: B&F 05/23/13 (under separate cover), O&A 05/20/13 (No Meeting), P&D 05/22/13 (under Separate cover) (Approve/File)

**Items to be added/deleted from the Consent Agenda:**

**Councilor Tobey** asked to remove Items # 3, 4 and 5 under the Mayor's Report.

**Councilor Tobey** said in the case of Items #4 and 5 of the Mayor's Report, each seeks the expenditure of bond proceeds, in one case by taking unexpended bond monies, grouping them together to accomplish a project; and in the second instance to raise a new bond of about \$2.5 million for a variety of City projects. He said he agrees these matters should be referred to the B&F Committee but should also be referred to the Capital Improvements Advisory Board (CIAB). Given the dictates of the City charter and good financial management, he said, he requested the Council not vote on either of these matters until a report is received by the CIAB and further have no public hearing scheduled as required by the Charter until that time.

**MOTION: On motion by Councilor Tobey, seconded by Councilor Whynott, the City Council voted 8 in favor, 0 opposed to refer the matters of the Memorandum from CFO re: transfer of unexpended bond proceeds & Supplemental Appropriation-Budgetary Requests 2013-SA-129, 2013-SA-130, 2013-SA-131, 2013-SA-132 and 2013-SA-133 and the Memorandum from CFO re: Loan Order Authorization for the FY13/FY14 capital projects that are being proposed to City Council for appropriation in the amount of \$2,475,000 to the Capital Improvements Advisory Board and the Budget & Finance Committee with no public hearing scheduled until such time as a CIAB report is received by the City Council as required by the City Charter.**

**Councilor Tobey** then spoke to Item #3 of the Mayor's Report that the Administration intends to hold off completely on any of the Commercial Street/Fort Square infrastructure reinvestment until any and all of the Beauport Gloucester LLC hotel project are completed. He said his concern was there could be an appeal that could slow things down. It would appear, he added, that a single appeal has ground everything to a halt. He said he was unsure the Administration should be unilaterally making such a call nor was he sure the B&F Committee was the only committee that should be reviewing this matter. He said the P&D Committee spent a great deal of time analyzing other opportunities for more than a year on the marine/industrial related revitalization in the Fort with a critical element of that being the construction of infrastructure improvements. He asked that the Administration reconsider its unilateral stand and that this matter be referred to not only the B&F Committee but to the P&D Committee.

**Councilor Ciolino** said he understood that because of the appeal of the Conservation Commission (ConCom) on the Order of Conditions for the Beauport Gloucester hotel project, everything freezes; that there can be no construction. Until the appeal goes through the court system and the ConCom issue is settled, there can be no construction. He added he also understood that if there are any other lawsuits that are not ConCom related the developer and the City at their risk can do infrastructure work.

**Councilor Whynott** said he too, believed that what Councilor Ciolino said was true at the Beauport Gloucester site, but not for the infrastructure project that was proposed for the Fort area and that the infrastructure improvements are necessary and should move forward. **Councilor Ciolino** responded that it was his understanding the infrastructure work with its original estimate now has doubled in cost; and because work is frozen on the hotel, the MassWorks grant no longer applies since it hinges on jobs creation. The money from the State through MassWorks will not be granted until the project is started. The lawsuit has frozen the work whether it is



CITY OF GLOUCESTER FIRE DEPARTMENT  
8 SCHOOL ST.  
GLOUCESTER, MA 01930  
978-281-9760  
Fire Chief Eric Smith



Memorandum

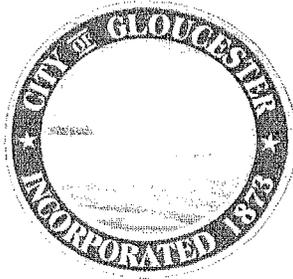
**TO:** Mayor Kirk  
**FR:** Fire Chief Eric Smith  
**RE:** EMPG Grant approval request  
**DT:** 6-13-3

Mayor Kirk,

I am respectfully requesting your approval of our EMPG grant application and the City of Gloucester Grant Application and Check List for Emergency Management to be forwarded in the Mayors report to City Council. Both completed documents are attached with this memo.

Best regards,

Eric L. Smith  
Fire Chief



**City of Gloucester  
Grant Application and Check List**

Granting Authority: State \_\_\_\_\_ Federal  X Other \_\_\_\_\_

Name of Grant: \_\_\_\_\_ US DHS/FEMA state Homeland Security Program emergency Management Performance Grant (EMPG)

Department Applying for Grant: \_\_\_\_\_ Fire Department for Civil Defense

Agency-Federal or State application is requested from: \_\_\_\_\_ FEMA \_\_\_\_\_

Object of the Application: \_\_\_\_\_ Relocation of the EOC

Any match requirements: \_\_\_\_\_ yes, 100% in kind, utilizing the FY14 Assistant to the EMD contract

Mayor's approval to proceed: \_\_\_\_\_  
Signature [Signature] Date 6/28/13

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

Budget & Finance Standing Committee: \_\_\_\_\_  
Positive or Negative Recommendation Date

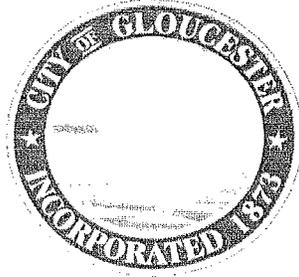
City Council's Approval or Rejection: \_\_\_\_\_  
Vote Date

City Clerks 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 Auditors Office



**City of Gloucester  
Grant Application and Check List (Continued)**

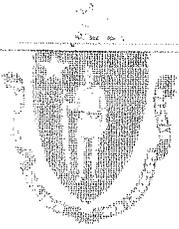
The following are documents needed by the Auditing Office for Grant account creation:

1. Grant Application
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor ( if applicable)
6. Any additional information as requested by the Auditing Department

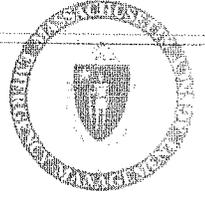
Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors Office.





THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: [www.mass.gov/mema](http://www.mass.gov/mema)

Deval L. Patrick  
Governor

Kurt N. Schwartz  
Director

Timothy P. Murray  
Lieutenant Governor

Andrea J. Cabral  
Secretary

**Federal Fiscal Year (FFY) 2012  
US DHS/FEMA Emergency Management Performance Grant (EMPG)  
Application for Grant Funding (AGF)**

**Overview**

Through this AGF, the Massachusetts Emergency Management Agency (MEMA) will be accepting applications from municipalities and Federally-recognized Tribes with local emergency management departments for FFY 2012 EMPG Funding.

MEMA plans to make available \$1,845,856 via this grant process, and will use a population-based funding formula for communities and a membership-based funding formula for Tribes to determine award amounts.

This document provides a brief overview of the FFY 2012 EMPG and specific guidance for entities applying for funds. The information included here does not provide complete details of the EMPG, its allowable and unallowable activities, equipment or costs. The applicant is responsible for ensuring that its proposed project fully complies with the federal and State guidance for the EMPG. Links to the federal guidelines for this program and other pertinent documents that must be consulted when preparing the application are found within this document.

MEMA will conduct five general informational sessions regarding this AGF. Attendance at these sessions is optional. The same information will be presented at each session. The sessions will be held on:

MEMA Region I:	May 17, 2013 10-11am	MEMA Region 1, 365 East Street, Tewksbury
MEMA Region II: Bridgewater	May 7, 2013 1-2pm	MEMA Region 2, 12-1 Rear Admin. Rd.,
MEMA Region III:	May 14, 2013 11am-12pm	Holden Fire Dept., 1370 Main St., Holden
MEMA Region IV:	May 15, 2013 11am-12pm	MEMA Region 3 Office, 1002 Suffield St. Agawam
	May 15, 2013 7pm -8pm	MEMA Region 3 Office, 1002 Suffield St. Agawam

#### Submission Process

Completed applications - using the Template found on pgs 3-10 - must be received no later than June 14, 2013.

Completed applications must be emailed to your respective MEMA Regional Contact (see below).

MEMA Region I: [Mikael.Main@state.ma.us](mailto:Mikael.Main@state.ma.us), (978) 328-1500

MEMA Region II: [James.A.Mannion@state.ma.us](mailto:James.A.Mannion@state.ma.us) (508) 427-0400

MEMA Region III: [Patrick.Carnavale@state.ma.us](mailto:Patrick.Carnavale@state.ma.us) (413) 750-1400

MEMA Region IV: [Patrick.Carnavale@state.ma.us](mailto:Patrick.Carnavale@state.ma.us) (413) 750-1400

Late applications will not be accepted; hand-written applications will not be accepted.

**Application for Grant Funding**

**Using this Template, provide a response to each section (as applicable) in the appropriate spaces below. If the proposal contains an interoperable communications component, the entire Template must be completed.**

Applications should be based on an identified gap, and not at the prompting of a vendor that stands to benefit from the awarding of a grant.

Two (or more) communities may use their funds jointly on a project. The communities need to state this in their application(s) and identify one community who will act as the fiscal agent.

**1. Entity submitting this Application for Grant Funding**

Community/Tribe: \_\_\_ Gloucester \_\_\_\_\_

Point of Contact Name: \_\_\_ Chief Eric Smith \_\_\_\_\_

Address: \_\_\_ 8 School Street \_\_\_\_\_

\_\_\_\_\_ Gloucester, MA 01930 \_\_\_\_\_

Office Telephone: \_\_\_ 978-281-9760 \_\_\_\_\_

Email Address: \_esmith@gloucester-ma.gov \_\_\_\_\_

Fiscal Point of Contact (if different than above)

Name: \_\_\_ Jeff Towne, City Treasurer \_\_\_\_\_

Telephone: \_\_\_ 978-281-9707 \_\_\_\_\_

Email: \_\_\_ jtowne@gloucester-ma.gov \_\_\_\_\_

**2. Project Period**

Estimated start date (month/date/year): \_\_\_ July 1, 2013 \_\_\_\_\_

For planning purposes only, you may use a planned start date of July 1, 2013.

Estimated end date (month/date/year): \_\_\_ May 30, 2014 \_\_\_\_\_

**All Projects must be completed by May 31, 2014.**

### 3. Project Summary

Using the format below, provide a clear and comprehensive summary (**1 page maximum**) that includes response to the following:

- a) the proposed project;
- b) why this is needed, and how this need was identified;
- c) how funds, if awarded, will further Goals/Objectives of the DHS/FEMA National Preparedness System and National Preparedness Goal;<sup>1</sup>
- d) how funds, if awarded, will be used to help the community: better prevent terrorism; protect critical infrastructure; or enhance mitigation, response, or recovery efforts (applicants should review the National Preparedness System and National Preparedness Goal);
- e) expected outcomes; and
- f) how outcomes may be measured.

**IMPORTANT:** All costs must be allowable under the FFY 2012 EMPG grant program. Please refer to page 13 ('Allowable Costs' and 'Unallowable Costs') of this AGF, and the EMPG Guidance document for detail on what is/is not allowable.

**IMPORTANT:** For Equipment, please state whether the item will be fixed or portable. If fixed, please identify where the item is to be installed.

#### **PROJECT SUMMARY (1 page maximum):**

The Gloucester Emergency Operations Center has been located in an unused middle school building for several years. The city has recently decided to shutter the building necessitating the relocation of the city's EOC. Gloucester EM has pre-established triggers for opening the EOC for many event types including significant weather events. An example would be that the EOC is opened for any snow storm predicting a foot of more of snow. Currently we are operating the EOC on a limited functional ability by establishing the EOC at our local hospital on a "as needed" basis and is in no means a permanent site. A new location has been identified in another city building and this location is in the process of being modified to accommodate a "hot" EOC site. All previously acquired electronics, equipment and supplies currently located at the shuttered EOC will be deactivated and relocated to this site. We intend to use this grant to assist in relocating and setting up EOC equipment purchased with earlier EMPG grants at our new site.

<sup>1</sup> Information on the National Preparedness System may be found on-line here: [http://www.fema.gov/pdf/prepared/nps\\_description.pdf](http://www.fema.gov/pdf/prepared/nps_description.pdf); the National Preparedness Goal may be found on-line here: <http://www.fema.gov/pdf/prepared/npg.pdf>. Applicants may also review MEMA's Developing FFY 2012 EMPG Applications document.

This EOC project will further the Goals/Objectives of the DHS/FEMA National Preparedness System and the National Preparedness Goal by protecting our residents, visitors, and property against threats and hazards in a manner that allows our way of life to thrive by responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident. Having a fully functional and "hot" EOC site will enable us to quickly assist our first responders to manage local and requested resources. The EOC will monitor communications including social media in order to have optimum situational awareness and a common operating picture. Having optimum situational awareness during an event will greatly assist in the recovery efforts and identify potential areas in need of mitigation.

Our expected outcome is a fully functional Emergency Operations Center, available 24/7, with full communications capability to include full backup generator power for the inevitable power failure. Outcome will be measured when we are first called upon to successfully open the EOC in the new location.

#### 4. Funding Amount

MEMA uses a funding formula to determine award amounts. Award amounts may vary from year to year based upon available funding. Please refer to FFY 2012 EMPG Funding- Appendix A for your community's proposed award amount.

Amount of Community/Tribe EMPG funding: \$ 6030.00

#### 5. Match

Applicants **must** provide a 100% (dollar-for-dollar) cash or in-kind match. Please provide:

- a) the match amount (must equal the funding amount): \_\_\_\_\_
- b) type of match (cash or in-kind): In Kind
- c) specific match source (**may not be federal funds**): \_\_\_\_\_
- d) statement that this match is available during the above-referenced Project Period (see #2):
- e)

**The match will be reached via the position of assistant to the EMD which is funded at approximately \$20,000.00 through June 30, 2014.**

Guidance on match may be found on MEMA's website here:

<http://www.mass.gov/eopss/agencies/mema/empg-and-ccp-and-hmep-grants.html>

6. **Interoperable Communications Investment Proposal (ICIP)**

If your Project has an interoperable communications component, please complete the following table on pgs 7-9.

If your Project does NOT have an interoperable communications component, please proceed to section 7, page 10.

**ICIP Overview**

Interoperable communications projects improve the sharing of electronic information (voice, data, images, video), via radio, internet, microwave, computers, fiber optics. Interoperable Communications projects may include the purchase or modifications of radios, transmission towers and other communications related equipment. Interoperability projects may also include efforts related to communications training and exercises, education and outreach, programming radios, development of Standard Operating Procedures.

When completing the ICIP table, applicants should provide a clear description of the 'Interoperability Problem'. **As an example:**

Problem: Although Mutual Aid Agreements are in place between the applicant and its four neighboring towns for public safety support during emergencies, the towns have no common radio frequencies or Standard Operating Procedures so, radio communications cannot occur amongst the disparate radios during an emergency.

Background Information / Investment Description: It was learned during a multiple alarm chemical fire that responders from the five mutual aid towns were unable to communicate directly with each other effectively. Subsequently, a consultant was hired to develop an interoperable communications plan that assessed the communications gaps and recommended solutions. This project seeks to implement the plan by replacing 30 incompatible portable radios, reprogramming all remaining (220 portable and 15 fixed) radios, conducting 3 training classes for the use of the equipment and the Standard Operating Procedures and conducting 1 table top exercise that will include all 5 towns that are included in the Mutual Aid Agreements.

### Interoperable Communications Investment Proposal

Please complete all sections except for the shaded areas.

Shaded areas will be completed by the SIEC and the Statewide Interoperability Coordinator (SWIC).

<b>Date Received by the SWIC:</b>		<b>Control #</b>	<b>Proposed Federal Funding Source:</b>	<b>Proposed Federal Funding Amount:</b> \$
<b>Committee Referred to:</b>		<b>Committee Chairperson:</b>		
<b>Investment Name:</b>		<b>Applicant Organization:</b>	<b>Applicant Signature:</b>	
<b>Investment Summary</b>				
<b>Statewide Communications Plan (SCIP) Goals addressed by this investment (please circle all that apply)</b>		<input type="checkbox"/> <b>Governance</b> <input type="checkbox"/> <b>SOP</b> <input type="checkbox"/> <b>Technology</b>	<input type="checkbox"/> <b>Training &amp; Exercise</b> <input type="checkbox"/> <b>Usage</b>	
<b>Project Start Date:</b>	<b>Project End Date:</b>	<b>Is an Environmental &amp; Historic Preservation (EHP) review required for this project?</b>		
<b>Applicant Contact Name:</b>	<b>Phone:</b>	<b>Email:</b>	<b>Address:</b>	
<b>Review Status</b>			<b>SIEC Member Signature</b>	<b>Date</b>
Assigned to Committee				
Estimated Review Date				
Committee Recommendation to the Executive Management Committee		Approval	Denial	Amend
Executive Management Committee Recommendation		Approval	Denial	Amend
SIEC Recommendation		Approval	Denial	Amend
Applicant notified of Recommendation				

**Communications Interoperability Problem Description-**

**Background Information / Detailed Investment Description-**

**Expected Outcomes-**

Describe the communications interoperability gaps that will be addressed

SCIP Goal-	Goal	Describe support	
Identify each SCIP goal that this investment will support and describe how that support will be accomplished.  See <b>Appendix B</b> for a listing of SCIP goals.	Governance		
	SOP		
	Technology		
	Training & Exercise		
	Usage		
<b>Ownership-</b>  Identify the proposed owners of all assets procured with this investment (add additional lines as needed)	<b>Organization</b>		<b>Asset Description</b>
<b>Usage Plan-</b> Describe the usage plan for the equipment / project			

<b>Disciplines-</b>	<b>Discipline</b>	<b>Enhancement</b>
<ul style="list-style-type: none"> <li>• Identify each responder discipline that will enhance its communications interoperability from this investment</li> <li>• Describe the interoperability enhancement</li> </ul>		
<p>Please use the following abbreviations to represent the corresponding discipline:</p>	<p>LE - Law Enforcement; EMS - Emergency Medical Services; EMA - Emergency Management Agency; FS - Fire Service; HZ - HAZMAT; PW - Public Works; PH - Public Health; GA - Governmental Administrative; PSC - Public Safety Communications; HC - Health Care; O-Other</p>	
<p><b>Multi-Jurisdictional Interoperability-</b></p> <p>All investments must provide interoperability between two or more jurisdictions.</p> <p>Identify each jurisdiction that will achieve interoperability from this investment.</p>		

7. **Budget Detail**

The Budget **must** align with your Project Summary **and** equal your proposed funding amount.

All costs must be identified below. Insert additional rows if needed. For equipment, list the EMPG Authorized Equipment List (AEL) Reference number. ([www.rkb.us](http://www.rkb.us), select FEMA Preparedness Grants and AEL; then click "Link to related AEL Categories" next to EMPG Program).

Applicants may include up to, but no more than, five (5) % of their request for 'Management and Administration' (M&A) costs. M&A activities are those defined as directly relating to the management and administration of EMPG funds, such as financial management and monitoring. Applicants are reminded to be mindful of supplanting and/or dual compensation.

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
Equipment	Relocation and repowering previously purchased equipment into the relocated EOC	21GN-00-INST	1	\$6,030.00	\$6,030.00
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
<b>GRAND TOTAL</b>					\$6,030.00

**8. FEMA Environmental Planning and Historic Preservation ('EHP') Requirements**

All federal homeland security grant funding must comply with federal Environmental Planning and Historic Preservation ('EHP') laws, executive orders, and regulations.

*All equipment relocation and repowering will be done on a non permanent, portable basis, and will not require any construction or alteration of existing buildings.*

The following activities would NOT require completion of an FEMA EHP Screening Form:

- Planning;
- Personnel;
- Management and Administration;
- Classroom-Based Training;
- Seminars, Workshops, Table-Top, and Functional Exercises; and
- Mobile and Portable Equipment (no installation): These are equipment devices that do not require any fixed installation and may be transported, such as hand-held radios, personal protective equipment (PPE), mobile/satellite phones, dive equipment, boats, response and mobile command vehicles, and other similar devices that do not require installation.

All other activities DO require completed FEMA EHP Screening Forms. These activities include:

- Surveillance and Detection Equipment;
- Physical Security Enhancements;
- Installation of Generators;
- Field Training and Field Exercises;
- Equipment Enhancements/Installations;
- Modifications to or Renovations/Altering of Facilities;
- Construction;
- Demolition of Buildings or Structures;
- Communication Towers; Antenna Collocations; and
- Any Project that Directly or Indirectly Involves Ground-Disturbing Activity.

**Completion of the FEMA EHP Screening Form is the responsibility of the grantee.**

MEMA will work with applicants to develop their FEMA EHP Screening Form. The FEMA EHP Screening Form does not need to be submitted with this application, however must be submitted and approved by FEMA prior to start of any related work. Please refer to FEMA Informational Bulletins #271 and #329 for further information.

The FEMA EHP Screening Form may be found on FEMA's EHP website here:

<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>

## General Guidance for Applicants

**Applicants do NOT need to provide response to this section.**

### **1) Non-Supplanting**

Federal grant funds must supplement state or local initiatives and **shall not replace (or supplant)** funding appropriated from State and local governments with their Federal grant funding.

### **2) Specificity**

Specificity in your 'Project Summary'. To the extent applicable -- follow the 'Who, What, When, Where, Why, and How' approach.

*Who (specifically) is benefiting from this proposal, and who is implementing?  
What (specifically) is being proposed? (Define the project and its scope)  
When will the project(s) begin and end?  
Where will any equipment be housed?  
Why is this project important? How was this determined?  
How will the project be implemented?*

Please note that these questions above are provided as a guide. For instance, a proposal stating "two generators will be procured" does not provide enough detail.

### **3) Budget Section: All costs must be allowable under the EMPG**

Allowable cost information may be found in the FFY 2012 EMPG grant guidance and/or Authorized Equipment List.

The FFY 2012 EMPG Guidance may be found on FEMA's website here:  
[http://www.fema.gov/pdf/government/grant/2012/fy12\\_empg\\_foa.pdf](http://www.fema.gov/pdf/government/grant/2012/fy12_empg_foa.pdf)

The Authorized Equipment List may be found on-line here:  
<https://www.rkb.us/>

**Important: all equipment must be allowable under the EMPG; applicants should ensure that the AEL number provided is specific to the EMPG grant.**

### **4) Grammar Counts**

We are requesting concise proposals that provide adequate detail and are written clearly so the review team can provide appropriate review. Hand-written applications will not be accepted.

## 5) Allowable Costs

EMPG funds may be spent in the following areas:

- Planning
- Organizational
- Equipment (EMPG-allowable equipment *only*, as listed online at <http://www.rkb.us>)
- Training
- Exercises
- Construction/Renovation (**Note: this is limited to the principal EOC**)

\*For detail on allowable costs, please refer to the FFY 2012 EMPG Guidance.

## 6) Unallowable Costs

For further detail on unallowable costs, please refer to the FFY 2012 EMPG guidance. In general, EMPG funds will not support the following:

- Weapons and ammunition
- Hiring of first responders
- Supplanting

Applicants with questions may contact their respective MEMA Regional Office and/or MEMA Local Coordinator. Applicants may also contact Kathy Estridge ([Kathleen.Estridge@state.ma.us](mailto:Kathleen.Estridge@state.ma.us); 508.820.1447)

## Appendix B

### Statewide Communications Interoperability Plan (SCIP) Goals

#	SCIP Goals
<b>G1</b>	<b>Establish Governance</b>
G1.A	Recommend Executive Orders/Statutory/Regulatory Action (Complete)
G1.B	Formalize Charter
G1.C	Develop Office of the Coordinator
<b>G2</b>	<b>Funding Governance</b>
G2.A	Develop Intake and Scoring mechanism
G2.B	Allocate PSIC Grant Funding
G2.C	Allocate Funds from Existing Grant Programs
G2.D	Develop Strategy for Sustained Funding for each Project
G2.E	Research and Apply for New Grant/Other Sources of Funds
<b>G3</b>	<b>Project Governance</b>
G3.A	Develop Detailed Project Plans
G3.B	Develop Detailed Project Cost Estimates
G3.C	Maintain Project Budgets
G3.D	Provide Quality Process Assurance
G3.E	Adopt Standard Architecture
#	SCIP Goals
<b>S1</b>	<b>Channel Planning</b>
S1.A	Collect and Verify Existing Channel Plans
S1.B	Determine Channel Planning Gaps
S1.C	Define and Standardize Channel Plan Template
<b>S2</b>	<b>SOP Development</b>
S2.A	Collect and Verify Existing SOP's
S2.B	Develop SOP Protocol Template
S2.C	Create and Distribute the Tactical Channel Plan
S2.D	Create SOPs for all Interoperability Channels in the Tactical Channel Plan
#	SCIP Goals
<b>T1</b>	<b>Assess Technology</b>
T1.A	Develop NIMS-based Communication Requirements
T1.B	Technology Assessment
<b>T2</b>	<b>Infrastructure Technology</b>

	T2.A	Develop Detailed Infrastructure Requirements
	T2.B	Develop Detailed Network Requirements
	T2.C	Perform 700-800 MHz Infrastructure Preparation
	T2.D	Develop 700-800 MHz RFPs
<b>T3</b>		<b>Equipment Technology</b>
	T3.A	Procure, Integrate, Deploy, and Verify Equipment
	T3.B	Provide Mobile or Portable Radios to Fill Interoperability Gaps
	T3.C	Procurement, Integration, and Test
<b>T4</b>		<b>Information Sharing/Statewide Backbone</b>
	T4.A	Develop Massachusetts Public Safety Enterprise Architecture
	T4.B	Capture Information-sharing Requirements
	T4.C	Develop Backbone Requirements
	T4.D	Plan/Integrate the Statewide Backbone
	T4.E	Develop an Implementation Plan
<b>T5</b>		<b>Consolidation</b>
	T5.A	Consolidated Dispatch Implementation Plan
	T5.B	Support for Ongoing Command Consolidation Implementation
	T5.C	Support for Ongoing Command Consolidation
<b>T6</b>		<b>Innovation</b>
	T6.A	Develop an innovation life cycle/pipe line and process
	T6.B	Develop innovative technologies
	T6.C	Execute Innovation Project
	T6.D	Develop Innovation White Paper
<b>#</b>		<b>SCIP Goals</b>
<b>E1</b>		<b>Training</b>
	E1.A	Develop Interoperability Training Template
	E1.B	COML, COM Tech, COM Coordinator training
	E1.C	SOP/Tactical Channel Plan Training
<b>E1</b>		<b>Exercise</b>
	E2.A	Implement HSEEP Process with Interoperability Planning

	E2.B	Integrate COML, COM Tech, COM Coordinator into Exercise & Evaluation
	E2.C	SOP/Tactical Channel Plan
	E2.D	Develop Interoperability Exercise Requirement
<b>#</b>		<b>SCIP Goals</b>
<b>U1</b>		<b>Planned Events</b>
	U1.A	
	U1.B	
<b>U2</b>		<b>Localized Emergency Incidents</b>
	U2.A	
	U2.B	
<b>U3</b>		<b>Regional Incident Management</b>
	U3.A	
	U3.B	
<b>U4</b>		<b>Daily Usage</b>
	U4.A	
	U4.B	



CITY OF GLOUCESTER FIRE DEPARTMENT  
8 SCHOOL ST.  
GLOUCESTER, MA 01930  
978-281-9760  
Fire Chief Eric Smith



## Memorandum

**TO:** Mayor Kirk  
**FR:** Fire Chief Eric Smith  
**RE:** US DHS/FEMA SHSP CCP Grant approval request  
**DT:** ~~12-21-12~~ 6.26.13

Mayor Kirk,

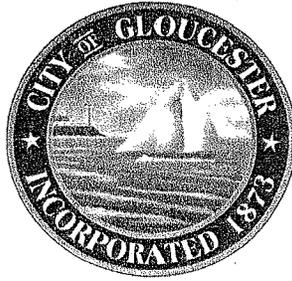
I am requesting your approval and inclusion in the Mayors report of our application for a FFY12 - US DHS/FEMA SHSP CCP Grant submitted by Emergency Management. The DHS/FEMA Grant Application and City of Gloucester Grant Application and Check List are included with this request for your signature and submission with the Mayors Report to Council.

This small grant (\$5000) if awarded will fund the purchase of "go kits" for 50 MRC and CERT volunteers. The "go kits" will have the basic supplies needed to aid these volunteers when a there is a need to assist the Red Cross in shelter management within Cape Ann, or to aid the City of Gloucester if we need to establish and manage areas of safe refuge. This type of basic equipment is a minimum expectation volunteers have when joining these types of organizations and we have an opportunity to provide this at no cost the City of Gloucester. The match requirements are in kind and utilizing the Assistant to the EMD contract as detailed in the grant application and check list.

If you have any question or concerns please feel free to contact me anytime.

Best regards,

Eric L. Smith  
Fire Chief



**City of Gloucester  
Grant Application and Check List**

Granting Authority: State \_\_\_\_\_ Federal X Other \_\_\_\_\_

Name of Grant: \_\_\_\_\_ US DHS/FEMA state Homeland Security Program ( SHSP) Citizen Corp Program (CCP)  
\_\_\_\_\_

Department Applying for Grant: \_\_\_\_\_ Fire Department for Citizens Corps Program (CCP)

Agency-Federal or State application is requested from: \_\_\_\_\_ FEMA \_\_\_\_\_

Object of the Application: \_\_\_\_\_ Shelter Volunteer Go Kits

Any match requirements: \_\_\_\_\_ yes , 100% in kind, utilizing the Assistant to the EMD contract

Mayor's approval to proceed: \_\_\_\_\_  
Signature [Signature] Date 6/28/13

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

Budget & Finance Standing Committee: \_\_\_\_\_  
Positive or Negative Recommendation Date

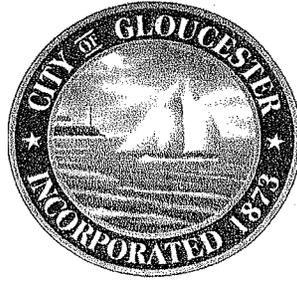
City Council's Approval or Rejection: \_\_\_\_\_  
Vote Date

City Clerks 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 Auditors Office



**City of Gloucester  
Grant Application and Check List (Continued)**

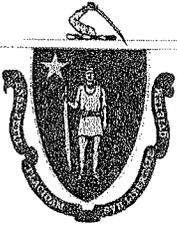
The following are documents needed by the Auditing Office for Grant account creation:

1. Grant Application
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor ( if applicable)
6. Any additional information as requested by the Auditing Department

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors Office.





THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: [www.mass.gov/mema](http://www.mass.gov/mema)

Deval L. Patrick  
Governor

Kurt N. Schwartz  
Director

Timothy P. Murray  
Lieutenant Governor

Andrea J. Cabral  
Secretary

Federal Fiscal Year (FFY) 2012  
US DHS/FEMA State Homeland Security Program (SHSP) Citizen Corp Program (CCP)  
Application for Grant Funding (AGF)

**Overview**

Through this **competitive** AGF, the Massachusetts Emergency Management Agency (MEMA) will be accepting applications from **Massachusetts Community Emergency Response Team (CERT), Medical Reserve Corps (MRC), and Volunteers in Police Service (VIPS)** entities for FFY 2012 SHSP Funding.

All **CERT** applicants who receive funding will be required to register their program on FEMA's CCP website ([www.citizen corps.gov](http://www.citizen corps.gov)) and manage their program and contact information on this site.

All **MRC** applicants must be federally recognized units as designated on <https://www.medicalreservecorps.gov>

MEMA plans to, via this competitive grant process, make available approximately \$145,000 to eligible entities.

This document provides a brief overview of the FFY 2012 SHSP and specific guidance for entities applying for funds. The information included here does not provide complete details of the SHSP, its allowable and unallowable activities, equipment or costs. **The applicant is responsible for ensuring that its proposed project fully complies with the federal and state guidance for the SHSP.** Links to the federal guidelines for this program and other pertinent documents that must be consulted when preparing the application are found within this document.

MEMA will conduct five (5) general informational sessions regarding this AGF. Attendance at these sessions is optional. The same information will be presented at each session. The sessions will be held on:

**May 6, 2013 from 10am - 11am @ MEMA Region I Tewksbury**

**May 7, 2013 from 10am - 11am @ MEMA Region II Bridgewater**

**May 14, 2013 from 10am - 11am @  
The Holden Public Safety Complex, 1370 Main Street, Holden, MA 01501**

**May 15, 2013 from 10am - 11 am AND 6pm - 7pm @ MEMA Region IV Agawam**

Street addresses and directions to these MEMA Offices may be found on MEMA's website here:  
<http://www.mass.gov/eopss/agencies/mema/directions-to-mema-facilities.html>

### **Submission Process**

**Completed applications - using the Template found on pgs 3-11 - must be received no later than June 14, 2013.**

**Completed applications must be emailed to your respective MEMA Regional Contact (see below).**

**MEMA Region I: Mikael Main: [Mikael.Main@state.ma.us](mailto:Mikael.Main@state.ma.us)**

**MEMA Region II: James Mannion: [James.A.Mannion@state.ma.us](mailto:James.A.Mannion@state.ma.us)**

**MEMA Region III: Patrick Carnevale [Patrick.Carnevale@state.ma.us](mailto:Patrick.Carnevale@state.ma.us)**

**MEMA Region IV: Patrick Carnevale [Patrick.Carnevale@state.ma.us](mailto:Patrick.Carnevale@state.ma.us)**

**Late applications will not be accepted; hand-written applications will not be accepted.**

Please note that as this is a competitive application, general assistance (e.g., clarification on allowable AEL numbers) will be provided, but specific requests for assistance (e.g., 'pre-review' of an application proposal) will not be provided.

All applications will be scored (using the evaluation criteria within) by MEMA and all applicants will be notified of the review process results.

## Application for Grant Funding Template

**Please use this Template. Please provide response to each section (as applicable) in the appropriate spaces below. If the proposal contains an interoperable communications component, then the entire Template must be completed.**

Applications should be based on an identified gap, and not at the prompting of a vendor that stands to benefit from the awarding of a grant.

### **1. Entity submitting this Application for Grant Funding**

Type of Entity (CERT, MRC, or VIPS): CERT  
Entity Name: Gloucester CERT  
Point of Contact Name: Carol McMahon  
Address: 9 Digby Lane  
Gloucester, MA 01930  
  
Office Telephone: 978-290-1080  
Email Address: \_\_\_\_\_

Fiscal POC (**if different than above**): Jeff Towne, City treasurer  
Address: 9 Dale Ave, Gloucester, MA 01930  
Office Telephone: 978-281-9707  
Email address: jtowne@gloucester-ma.gov

### **2. Project Period (Up to Five (5) Points)**

Estimated begin/start date(Month/Date/Year): 7/1/2013

For planning purposes only, you may use a planned start date of 7/1/13.

Estimated end date (Month/Date/Year): 5/30/2014

**All Projects must be completed by 5/31/14.**

### **3. Project Summary (Up to Sixty-five (65) Points)**

Using the format below, please provide a clear and comprehensive summary (1 page maximum) that includes response to the following:

- a) the proposed project;
- b) why this is needed, and how this need was identified;
- c) how this will benefit your Program;

- d) how funds, if awarded, will further Goals/Objectives of the DHS/FEMA National Preparedness System and National Preparedness Goal;<sup>1</sup>
- e) how funds, if awarded, will be used to help the community or area served by the CERT, MRC, or VIPS: better prevent terrorism; protect critical infrastructure; or enhance mitigation, response, or recovery efforts (applicants should review the National Preparedness System and National Preparedness Goal);
- f) if applicable, the usage plan for equipment;
- g) expected outcomes; and
- h) how outcomes may be measured.

**IMPORTANT: All costs must be allowable under the FFY 2012 SHSP grant program. Please refer to pgs 13-14 ('Allowable Costs' and 'Unallowable Costs') of this AGF for detail on what is/is not allowable.**

**IMPORTANT: For Equipment, please state whether the item will be fixed or portable. If fixed, please identify where the item is to be installed.**

**PROJECT SUMMARY (1 page maximum):**

**Please note that MEMA will request successful applicants to share grant-funding projects (as applicants) with other CCP entities.**

The City of Gloucester joins many municipalities in determining how to create and staff a local disaster emergency shelter/area of safe refuge in the event of an emergency. The city's emergency management personnel, working with the regional Cape Ann Emergency Planning Team shelter committee, has identified that none of the Cape Ann communities have adequate staffing to properly conduct a shelter operation by themselves. Our current plan includes reinforcing Red Cross shelter operations/management personnel with trained local volunteers. In conjunction with the American Red Cross, a few members of the Gloucester CERT team have been trained as Mass Care Shelter managers and operators, but not in the numbers that will be needed to staff a shelter operation. Gloucester CERT has been partnering with the North Shore/Cape Ann Emergency Preparedness Planning Team (NSCAEPT) and their Medical Reserve Corps team leader and will be embarking on a joint recruitment project targeting Cape Ann area residents who would be interested in becoming shelter volunteers.

We know that recruiting, training and retaining these volunteers can be a challenge. People are motivated to volunteer for several reasons, such as assisting in a cause they believe in, meeting new people, or as a means of personal satisfaction. In order to sustain these trained volunteers, we need to offer a way for the volunteer opportunity to be convenient as well as making that volunteer know that they are appreciated. Offering them the tools that they need will provide the incentive to continue to participate in shelter operations and foster a true "Team" atmosphere.

<sup>1</sup> Information on the National Preparedness System may be found on-line here: [http://www.fema.gov/pdf/prepared/nps\\_description.pdf](http://www.fema.gov/pdf/prepared/nps_description.pdf); the National Preparedness Goal may be found on-line here: <http://www.fema.gov/pdf/prepared/npg.pdf>. Applicants may also review MEMA's Developing CERT, MRC and VIPS FFY 2012 SHSP Applications document.

I am requesting a grant in the amount of \$5,000.00 to purchase 50 Shelter volunteer "go kits" to present to our trained volunteers. These kits will be similar to the CERT backpacks and contain items that shelter volunteers will need to open and manage a mass care shelter/area of refuge. These kits are considered to be portable equipment.

Kits will include:

Basic shelter paperwork, such as check lists and intake forms

Basic first aid kit

gloves

Hand Sanitizer

Flashlight/headlight

rain poncho

safety goggles

Personal care kit

emergency blanket

wet wipes

Multi-function tool

MRE/water packet

socks

These funds will be used to help Cape Ann to recruit shelter volunteers to assist in the response to disaster events that will necessitate opening a shelter/area of refuge for our temporarily displaced residents and pets. In order to sustain these volunteers we will offer them the additional opportunity to become trained as CERT team members and to encourage them to register as official MRC volunteers. Additionally, all volunteers will be invited to participate in any MRC and CERT trainings and exercises.

If awarded, these funds will address the stated Goals/Objectives of the DHS/FEMA National Preparedness System and National Preparedness Goal by assisting the Cape Ann area volunteers as they respond to significant incidents. We embrace the "Whole Community" concept by including individuals, communities, private and nonprofit sectors, faith-based organizations, along with Federal, state, and local government.

Our expected outcome will be to recruit, train and retain 50 volunteers from the four Cape Ann communities of Gloucester, Essex, Manchester-by-the-sea and Rockport specifically for the purpose of assisting the communities and the Red Cross in shelter operations. Upon completion of their training these volunteers will be presented with a shelter go kit. Outcome will be measured by the number of volunteers that we recruit and train, as well as participate in a shelter drill which we intend to hold in the fall of 2013

#### **4. Sustainability (Up to Fifteen (15) Points)**

Applicants must describe (1/2 page maximum below) how this project, and its benefits, will be sustained without future federal funding.

The purpose of this project is to train local volunteers in shelter response and preparedness for individuals with functional needs in shelters and to supply those volunteers with the tools that they will need immediately to assist in the operation of a shelter.

Utilizing the Red Cross, CERT and MRC Volunteers will be trained in Shelter Management, Functional Needs, CPR/First Aid and the FEMA Core Competencies. These volunteer teams will largely sustain themselves at zero budget once they are trained and shelter teams are established. Volunteers self recruit and are very dedicated to their community service; they are engaged and respond when call upon. We will continue to benefit from this project as we continue to shelter across our region.

Note: Should a volunteer who was given a backpack not be able to continue to assist, we will request that they return their "go kit" to be reused by a new volunteer.

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**5. Funding Amount**

Amount of SHSP funding REQUESTED: \$ 5,000.00

**IMPORTANT:** There is no minimum grant award amount. MEMA has set a **maximum** grant award amount of **\$7,500**. You do not need to apply for the maximum award amount; applicants should apply for what is needed. **Please do not apply for more than \$7,500.**

**6. Interoperable Communications Investment Proposal (ICIP)**

**If your Project has an interoperable communications component, please complete the following table on pgs 7-9:**

**If your Project does NOT have an interoperable communications component, you do NOT have to complete the following table on pgs 7-9.**

**ICIP Overview**

Interoperable communications projects improve the sharing of electronic information (voice, data, images, video), via radio, internet, microwave, computers, fiber optics. Interoperable Communications projects may include the purchase or modifications of radios, transmission towers and other communications related equipment. Interoperability projects may also include efforts related to communications training and exercises, education and outreach, programming radios, development of Standard Operating Procedures.

When completing the ICIP table, applicants should provide a clear description of the 'Interoperability Problem'. **As an example:**

**Problem:** Although Mutual Aid Agreements are in place between the applicant and its four neighboring towns for public safety support during emergencies, the towns have no common radio frequencies or Standard Operating Procedures so, radio communications cannot occur amongst the disparate radios during an emergency.

**Background Information / Investment Description:** It was learned during a multiple alarm chemical fire that responders from the five mutual aid towns were unable to communicate directly with each other effectively. Subsequently, a consultant was hired to develop an interoperable communications plan that assessed the communications gaps and recommended solutions. This project seeks to implement the plan by replacing 30 incompatible portable radios, reprogramming all remaining (220 portable and 15 fixed) radios, conducting 3 training classes for the use of the equipment and the Standard Operating Procedures and conducting 1 table top exercise that will include all 5 towns that are included in the Mutual Aid Agreements.

## Interoperable Communications Investment Proposal

Please complete all sections except for the shaded areas.

Shaded areas will be completed by the SIEC and the Statewide Interoperability Coordinator (SWIC).

<b>Date Received by the SWIC:</b>		<b>Control #</b>		<b>Proposed Federal Funding Source:</b>		<b>Proposed Federal Funding Amount:</b> \$		
<b>Committee Referred to:</b>				<b>Committee Chairperson:</b>				
<b>Investment Name:</b>			<b>Applicant Organization:</b>			<b>Applicant Signature:</b>		
<b>Investment Summary</b>								
<b>Statewide Communications Plan (SCIP) Goals addressed by this investment (please circle all that apply)</b>				<input type="radio"/> <b>Governance</b> <input type="radio"/> <b>SOP</b> <input type="radio"/> <b>Technology</b>		<input type="radio"/> <b>Training &amp; Exercise</b> <input type="radio"/> <b>Usage</b>		
<b>Project Start Date:</b>		<b>Project End Date:</b>		<b>Is an Environmental &amp; Historic Preservation (EHP) review required for this project?</b>				
<b>Applicant Contact Name:</b>		<b>Phone:</b>		<b>Email:</b>		<b>Address:</b>		
<b>Review Status</b>						<b>SIEC Member Signature</b>		<b>Date</b>
Assigned to Committee								
Estimated Review Date								
Committee Recommendation to the Executive Management Committee		Approval	Denial	Amend				
Executive Management Committee Recommendation		Approval	Denial	Amend				
SIEC Recommendation		Approval	Denial	Amend				
Applicant notified of Recommendation								

**Communications Interoperability Problem Description-**

**Background Information / Detailed Investment Description-**

**Expected Outcomes-**

Describe the communications interoperability gaps that will be addressed

<b>SCIP Goal-</b>	<b>Goal</b>	<b>Describe support</b>
Identify each SCIP goal that this investment will support and describe how that support will be accomplished.  See Appendix for a listing of SCIP goals.	Governance	
	SOP	
	Technology	
	Training & Exercise	
	Usage	

<b>Ownership-</b>	<b>Organization</b>	<b>Asset Description</b>
Identify the proposed owners of all assets procured with this investment (add additional lines as needed)		

<b>Usage Plan-</b> Describe the usage plan for the equipment / project-	
--	--

<b>Disciplines-</b>	<b>Discipline</b>	<b>Enhancement</b>
<ul style="list-style-type: none"> <li>• Identify each responder discipline that will enhance its communications interoperability from this investment</li> <li>• Describe the interoperability enhancement</li> <li>• Equipment items allowable under the CCP will be allowable under SHSP</li> </ul>		
<p>Please use the following abbreviations to represent the corresponding discipline:</p>	<p>LE - Law Enforcement; EMS - Emergency Medical Services; EMA - Emergency Management Agency; FS - Fire Service; HZ - HAZMAT; PW - Public Works; PH - Public Health; GA - Governmental Administrative; PSC - Public Safety Communications; HC - Health Care; O-Other</p>	
<p><b>Multi-Jurisdictional Interoperability-</b></p> <p>All investments must provide interoperability between two or more jurisdictions.</p> <p>Identify each jurisdiction that will achieve interoperability from this investment.</p>		



**8. Please provide response to the following question:**

- How many members of your program have completed the NIMS course IS-700? All grantees must complete this course by 5/31/14. This course is available on-line at FEMA's EMI website here: <http://training.fema.gov/emiweb/is/is700a.asp>

**9. FEMA EHP Review**

**FEMA Environmental Planning and Historic Preservation ('EHP') Requirements**

All federal homeland security grant funding must comply with federal Environmental Planning and Historic Preservation ('EHP') laws, executive orders, and regulations.

The following activities would NOT require completion of an FEMA EHP Screening Form. These activities include:

- Planning;
- Personnel;
- Management and Administration;
- Classroom-Based Training;
- Seminars, Workshops, Table-Top, and Functional Exercises; and
- Mobile and Portable Equipment (no installation): These are equipment devices that do not require any fixed installation and may be transported, such as hand-held radios, personal protective equipment (PPE), mobile/satellite phones, dive equipment, boats, response and mobile command vehicles, and other similar devices that do not require installation.

All other activities DO require completed FEMA EHP Screening Forms. These activities include:

- Surveillance and Detection Equipment;
- Physical Security Enhancements;
- Installation of Generators;
- Field Training and Field Exercises;
- Equipment Enhancements/Installations;
- Modifications to or Renovations/Altering of Facilities;

- 
- 
- Construction;
  - Demolition of Buildings or Structures;
  - Communication Towers; Antenna Collocations; and
  - Any Project that Directly or Indirectly Involves Ground-Disturbing Activity.

**Completion of the FEMA EHP Screening Form is the responsibility of the grantee.**

MEMA will work with applicants to develop their FEMA EHP Screening Form. The FEMA EHP Screening Form does not need to be submitted with the application. Please refer to FEMA Informational Bulletins #271 and #329 for further information.

The FEMA EHP Screening Form may be found on FEMA's EHP website here:

<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>

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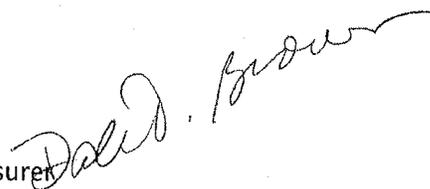
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## Gloucester Committee for the Arts

Date: June 20, 2013

To: Mayor Carolyn Kirk

From: Dale Brown, Committee for the Arts, Treasurer



Subject: Grant Received from the Bruce J. Anderson Foundation for Mural Restoration

The Committee for the Arts is pleased to inform you that we have received a grant of \$5000 from the Bruce J. Anderson Foundation for the purpose of continuing our work on the restoration of the City Hall WPA Murals. I am enclosing copies of the correspondence and the check from the Bruce J. Anderson Foundation. Please forward this information to the City Council for their acceptance of the grant.

Thank you.

cc: Jeff Towne, City Treasurer



June 7, 2013

Dale Brown  
City of Gloucester  
Gloucester Committee for the Arts  
9 Dale Avenue  
Gloucester, MA 01930

Dear Ms. Brown:

It is a pleasure to tell you that the Board of Directors of the Bruce J. Anderson Foundation, Inc., a supporting organization of the Boston Foundation, at their meeting on May 4, 2013 voted to City of Gloucester a \$5,000.00 grant for support of the restoration work on the Works Progress Administration (WPA) murals located in City Hall, Gloucester.

Informed by intelligence, sensitivity, and the knowledge of many countries and cultures, Bruce J. Anderson was a serious and idealistic young man who cared deeply about the problems he saw around him. The Bruce J. Anderson Foundation was established by Bruce's brothers and sisters to honor Bruce and support the causes he championed.

We encourage grantees to make their own announcements of the Boston Foundation's support. Often this can best be done in the context of a story about the purpose and usefulness of the project for which the grant was made. The Foundation's staff will be glad to give advice or assistance if you feel that would be helpful.

The Board of Directors requests that your organization submit a brief report (no more than three pages) on the expenditure of the grant and on the development of the project by July 15 of next year. Should City of Gloucester reapply for funding next year, we kindly ask that you submit an interim progress report with your reapplication. We wish you continued success with your efforts.

Sincerely,

Katé Guedj  
Vice President  
Development and Donor Services

KRG/ara  
Enc.

S2013-0026



75 Arlington Street, Boston, MA 02116

CHECK DATE: 06/05/2013

GRANT ID: S2013-0026

GRANTEE: City of Gloucester

PAYABLE TO: City of Gloucester

PURPOSE: For support of the restoration work on the Works Progress Administration (WPA) murals located in City Hall, Gloucester.

FUND NAME: Bruce J. Anderson Foundation

5,000.00

CHECK #: 77932

APPROVED AMOUNT: 5,000.00

Please Note: This grant is subject to the conditions outlined in the enclosed award letter.

SAFEGUARD

SF4001-L4-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 800-286-0061

G1RZ4N0010000

L07SFD13204

**BOSTON FOUNDATION**

75 ARLINGTON STREET  
BOSTON, MA 02116  
(617) 338-1700



53-179/113

77932

NUMBER 77932

DATE 06/05/2013

AMOUNT

\*\*\*\*\*\$5,000.00

PAY TO THE ORDER OF  
*Five Thousand Dollars and Zero Cents*  
CITY OF GLOUCESTER  
ATTN: MS. DALE BROWN  
CITY OF GLOUCESTER  
GLOUCESTER COMMITTEE FOR THE ARTS (GCFA)  
9 DALE AVENUE  
GLOUCESTER, MA 01930

VOID AFTER 180 DAYS ALL CHECKS REQUIRE TWO SIGNATURES

*[Signature]*  
AUTHORIZED SIGNATURE  
*[Signature]*  
AUTHORIZED SIGNATURE

⑈077932⑈



## The GLOUCESTER PUBLIC SCHOOLS

*Our mission is for all students to be successful, engaged, lifelong learners.*

Hans Baumhauer  
Director of Finance and Operations  
6 School House Road  
Gloucester, MA 01930  
Phone: 978-281-9802/ Fax 978-281-9899  
jbaumhauer@gloucester.k12.ma.us

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To: Gloucester Budget and Finance Committee  
From: Hans Baumhauer  
Date: 06/06/13  
RE: City Council Matters

Requesting your permission to pay services / goods procured without a purchase order in place.

Jonathan Pope

Jonathan Pope purchased a plaque for the Al Swekla dedication before we had a PO for him in place. (The vendor did not accept purchase orders and wanted advance payment before he would start the work. There was also a time constraint due to the date of the dedication ceremony)

Jonathan Pope paid for the item via personal credit card and I would like to reimburse him ASAP. Please see attached paperwork.

Paperwork attached.



Manage your account online:  
[www.chase.com/freedom](http://www.chase.com/freedom)

Customer Service  
 1-800-524-3880

Additional contact  
 information on back

**ACCOUNT SUMMARY**

Account Number: [REDACTED]

Previous Balance	\$2,731.46
Payment, Credits	-\$600.00
Purchases	+\$1,265.62
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$32.68
<b>New Balance</b>	<b>\$3,429.76</b>

Opening/Closing Date	04/21/13 - 05/20/13
Credit Access Line	\$5,000
Available Credit	\$1,570
Cash Access Line	\$5,000
Available for Cash	\$1,570

**PAYMENT INFORMATION**

New Balance	[REDACTED]
Payment Due Date	06/17/13
Minimum Payment Due	\$68.00

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	22 years	\$6,637
\$114	3 years	\$4,104 (Savings=\$2,533)

**PAID**  
 PAID JUN 07 2013  
**PAID**

If you would like information about credit counseling services, call 1-866-797-2885.

**CHASE FREEDOM: ULTIMATE REWARDS® SUMMARY**

Previous points balance	22,353	Redeeming your points for cash back is easy! For example, 2,000 points = \$20 cash back. To review your reward options visit <a href="http://www.chase.com/freedom">www.chase.com/freedom</a>
+ 1% (1 Pt)/\$1 earned on all purchases	1,266	
+ Bonus points from Ultimate Rewards Mall	0	
= Total points available for redemption	23,619	

You always earn an unlimited 1% cash back on all your purchases. Activate new bonus categories every quarter, and you'll earn an additional 4% cash back, for a total of 5% cash back on up to \$1,500 spent. Activate for free at [chase.com/freedom](http://chase.com/freedom).

1303589  
 101000 29.370.5300  
 140.00270 on 050

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
<b>PAYMENTS AND OTHER CREDITS</b>		
<b>PURCHASES</b>		
05/04	THE BRONZE PLAQUE 877-5075299 VA	780.00
<b>INTEREST CHARGED</b>		

Complete

Purchase Order

CITY OF GLOUCESTER  
Gloucester Public Schools  
6 School House Rd  
Gloucester MA 01930

No. 1303589

Prices as quoted are less any and all federal taxes.  
Please indicate delivery date and any and all discounts.

Invoice/Inquiries to above address  
All invoices must reference PO number  
Sales Tax Exempt #: E-046001390

P.O. Date: 05/29/2013

Questions ? Maria Lovett (978) 281-9812

Account:

P.O. Issued To :

Ship To:

Reference:

Pope, Jonathan C  
16 Marble St  
Gloucester MA 01930

Gloucester Public Schools  
Attn: Hans Baumhauer  
6 School House Rd  
Gloucester MA 01930  
(978) 281-9812

Contact: 025602

Location: Gloucester Public Schools

Phone: (978) 283-2546

Fax:

Project: undesignated

Req# 313999

Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	EA		Bronze Plaque	101000.29.370.53006.1410.00.270.00.052	780.00	780.00	0.00	0.00

*Handwritten signature*  
5/31/13

APPROVAL SIGNATURES:

The unencumbered balance of the appropriation to be charged is sufficient to liquidate the amount of this order and the amount has been recorded as an encumbrance against said appropriation.

By *[Signature]*  
Auditor

I hereby certify -  
That this order is authorized by a properly executed and approved requisition on file in this office.

*[Signature]*  
City Purchasing Agent

Sub-Total:	780.00
Freight:	0.00
Tax:	0.00
Total Amount:	780.00

To do business with the City of Gloucester, all vendors should be aware of Mass. Gen. Laws (c. 30B, c. 149, dec. 44 et seq., c30, sec. 39 et seq.)

- No work, services, or supplies can be received by any City agency without a proper Purchase Order or Contract in place.
- All Purchase Orders/Contracts exceeding \$5000 in value will follow the quotation/bid process prior to award. No contracts for Construction-related services subject to MGL Chap. 149, and MGL Chap. 30, sec. 39 will be awarded until all required documentation is received, i.e., Certificate of Eligibility, Update Statement, etc.
- All invoices must detail the services performed and/or materials delivered. Any invoices submitted for work, services, or supplies performed or provided after the expiration date of a Purchase Order/Contract, or after the \$\$ limit of a Purchase Order/Contract has been reached will likewise not be honored by the City. All packing slips for delivered goods which are submitted with invoice for payment must be signed by authorized personnel from the contracting City department at the time of delivery.
- Any work, services, or supplies provided without following the above mentioned guidelines are not the responsibility or liability of the City, and any invoice that violates these provisions will not be honored for payment.

NOTES:

[Empty box for notes]

Order Via: Mail

FILE COPY

# The Plaxx Companies, Inc.

# The Bronze Plaque Invoice

2121 Wingfield Rd  
 Charlottesville, VA 22901-8892  
 Phone: (434) 984-1946

DATE	INVOICE #
5/4/2013	10479

BILL TO
Jonathan Pope 16 Marble St Gloucester, MA 01930

SHIP TO
Gloucester Public Schools J. Pope 6 Schoolhouse Rd. Gloucester, MA 01930

P.O.	TERMS	REP	VIA
	Charge Card	LFS	UPS

QTY	ITEM CODE	DESCRIPTION	DETAIL	PRICE	AMOUNT
1	B2408	24" by 8" Cast Bronze Plaque		780.00	780.00
1	DI	GROUND DELIVERY IS INCLUDED IN THE PRICE.		0.00	0.00
				<b>Total (USD)</b>	\$780.00

Visit our web site at <http://www.thebronzeplaque.com>  
 EMail: [Accounting@ThePlaxxCompanies.Com](mailto:Accounting@ThePlaxxCompanies.Com)

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## Memorandum

**To:** Mayor Carolyn A. Kirk  
**From:** Noreen Burke, Public Health Director  
**CC:** Joan Whitney, Healthy Gloucester Collaborative Director  
Rich Sagall, Chair Gloucester Board of Health  
**Date:** 6/25/2013  
**Re:** Bureau of Substance Abuse Services (BSAS), Underage Drinking Prevention Grant  
One Year Extension

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Dear Mayor Kirk,

The Gloucester Health Department is pleased to report that Massachusetts Department of Public Health (MDPH), Bureau of Substance Abuse Services (BSAS), will provide the City with extension funding of \$80,000 to continue implementation of the key priorities of Gloucester's Underage Drinking Prevention Strategic plan. We seek Mayoral and City Council approval to use these funds.

The time period for expenditure of the funds will be from July 1<sup>st</sup> 2013 to June 30<sup>th</sup> 2014. June 30<sup>th</sup> 2014 will then mark the end of this five year Center for Substance Abuse Prevention (CSAP) grant.

In partnership with the Gloucester Police Department and the Liquor Licensing Board Healthy Gloucester Collaborative (HGC) implements strategies to increase visible consistent enforcement to prevent underage drinking. These include: Revising and Updating all Liquor Licensing Board Policies, Policy and Enforcement Training including Alcohol Safe Server, Police, Board and Off-Premise Licensee Training, Compliance Checks, Shoulder Taps and Cops n Shops.

HGC expanded parent and family outreach to increase adult and community awareness of the consequences of underage drinking and substance use to shift Community Norms of a "Culture of Use". The strategy focuses on underserved populations and builds on existing partnerships and strengths regarding access to healthcare services via Gloucester Family Health Center and Addison Gilbert Hospital. In partnership with Veterans Elementary School the School District continues to be a strong advocate for community based family outreach for substance prevention information and community based support for their students.

HGC increases healthy youth development and choices through Personal Growth, Leadership and Community Connection through Public Service announcements initiated by youth, creation of a Youth Leadership Council, Screening Brief

*June 25, 2013*

Intervention and Referral for Training (SBIRT) for teens and "I Can Help" training workshops.

Staff will be available to answer City Council questions.

Thank You.



City of Gloucester  
Grant Application and Check List

Granting Authority: State \_\_\_\_\_ Federal X Other \_\_\_\_\_

Name of Grant: Underage Drinking Prevention

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: Mass Dept of Public Health (MDPH), Bureau of Substance Abuse Services ( BSAS)

Object of the application: To prevent underage drinking among Gloucester underage youth.

Any match requirements: No cash match. In-Kind Staffing, Materials and Equipment match only.

Mayor's approval to proceed: *[Signature]* 6/28/13  
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

Grant Budget by line item account: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> City Of Gloucester (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Department Of Public Health <b>MMARS Department Code:</b> DPH
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 9 Dale Ave Ste 9, Gloucester, MA 019303000	<b>Business Mailing Address:</b> 250 Washington St., Boston, MA 02108
<b>Contract Manager:</b> Jack Vondras <i>Noreen Burke</i>	<b>Billing Address (if different):</b>
<b>E-Mail:</b> <i>lvondras@gloucesterma.gov nburke@gloucesterma.gov</i>	<b>Contract Manager:</b> Sokonthea Dao
<b>Phone:</b> 978-281-9771 <b>Fax:</b> 978-281-9729	<b>E-Mail:</b> sokonthea.dao@state.ma.us
<b>Contractor Vendor Code:</b> VC6000192096	<b>Phone:</b> 617-624-6190 <b>Fax:</b> 617-624-5017
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address Id Must be set up for <u>EFT</u> payments.)	<b>MMARS Doc ID(s):</b> INTF2354MM3901115029 <b>RF/Procurement or Other ID Number:</b> 901115
<p style="text-align: center;"><u>NEW CONTRACT</u></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (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 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 <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>X CONTRACT AMENDMENT</u></p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 20 13</u> . Enter Amendment Amount: \$ <u>80,000.00</u> . (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input checked="" 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 <u>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</u> has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (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>480,000.00</u> .	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle <input checked="" type="checkbox"/> <u>statutory/legal</u> or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) Renewal Only	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 20 13</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u>20 ___</u> , a date <u>PRIOR</u> 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.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30, 20 14</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.	
<b>CERTIFICATIONS:</b> 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.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <i>[Signature]</i> Date: <u>3/29/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carolyn A. Kirk</u> Print Title: <u>Mayor</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <i>[Signature]</i> Date: <u>4/8/2013</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Acting Director, Purchase of Service Office</u>



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ  
SECRETARY

LAUREN A. SMITH, MD, MPH  
INTERIM COMMISSIONER

March 15, 2013

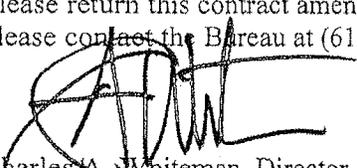
Noreen Burke  
City of Gloucester  
3 Pound Road, City Hall Annex  
Gloucester, MA 01930

Dear Ms. Burke:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has renewed your contract to provide Substance Abuse Prevention for Underage Drinking. This contract, #INTF2354MM3901115029 will be renewed in the amount of \$80,000.00 and will be in effect from July 1, 2013 through June 30, 2014.

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

Please return this contract amendment package as soon as possible. If you have any questions, please contact the Bureau at (617) 624-5146 or the Purchase of Service Office at (617) 624-5800.



Charles A. Whiteman, Director of Administration and Finance  
Bureau of Substance Abuse Services

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Health  
 ACCOUNT NAME: BOH-Underage Drinking  
 FUND NUMBER AND NAME: 292056  
 CFDA # (Required for Federal Grants): 93.959  
 DATE PREPARED: 6/24/2013

APPROVED  
 AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_ _ _ _)				
45800	\$80,000.00			\$80,000.00
				\$0.00
				\$0.00
Total:	\$80,000.00	\$0.00	\$0.00	\$80,000.00
EXPENSE (5_ _ _ _)				
51000	\$45,200.00			\$45,200.00
51720	\$904.00			\$904.00
51840	\$678.00			\$678.00
51860	\$4,068.00			\$4,068.00
52000	\$15,300.00			\$15,300.00
54000	\$4,000.00			\$4,000.00
57000	\$8,850.00			\$8,850.00
57100	\$1,000.00			\$1,000.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$80,000.00	\$0.00	\$0.00	\$80,000.00

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_

FY: 14 Contractor Name: Amendment #, if Applicable: If Federal Funds, CFDA #: 93.959  
**PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET**

Program Name: Healthy Gloucester Collaborative	Document ID#: INTF2354MM3901115029	MMARS Activity Code: 4941	Program Type: Substance Abuse Prevention	UFR Prog. #:
--	------------------------------------	---------------------------	--	--------------

	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimbursable Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)									
101	Prog. Function Manager	.7	45,200							
	SUBTOTAL STAFF	.7	45,200							
150	Payroll Taxes		1,582							
151	Fringe Benefits		4,068							
T 100	Total Direct Care/Program Staff	.7	50,850							
Title	Occupancy									
301	Program Facilities		2,000							
390	Fac. Oper/Main/Furn		500							
T 300	Total Occupancy		2,500							
UFR Title	Other Direct Care/Program Support									
201	Direct Care Consultant		10,800							
202	Temporary Help									
203	Clients/Caregivers. Reimb/Stipends									
206	Subcontract Dir. Care		2,000							
204	Staff Training		1,000							
205	Staff Mileage/Travel		1,000							
207	Meals		500							
208	Contracted Client Trans.									
208	Vehicle Expenses									
208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Sys.									
215	Program Supplies/Mat		3,500							
T 200	Total Other Direct Care/Program		18,800							
Title	Direct Admin Expenses									
216	Program Support									
510 (410 & 390)	Other Direct Administrative Expenses		1,050							
T 500	Total Direct Administrative Exp.		1,050							
T	SUBTOTAL PROGRAM COSTS		73,200							
410	Agency Admin. Support Allocation	8.5%	\$6,800							
T	PROGRAM TOTAL		80,000							

Commercial Fee, if applicable, for for-profit contractors only (for informational purposes only; not to be included in the price paid by the Commonwealth): % \_\_\_ \$ \_\_\_; N/A for Cost Reimbursement

A. \$ \_\_\_\_\_ Subtotal of offsets which are for non-reimbursable costs.

Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00.

\* Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$ \_\_\_\_\_

## Memorandum

**To:** Mayor Carolyn A. Kirk  
**From:** Noreen Burke, Public Health Director  
**CC:** Joan Whitney, Healthy Gloucester Collaborative Director, Rich Sagall, Chair Board of Health  
**Date:** June 23, 2013  
**Re:** Mass Department of Public Health (MDPH), Bureau of Substance Abuse Services (BSAS), Mass Opioid Abuse Prevention Regional Collaborative Award (MOAPC)

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Dear Mayor Kirk,

The Gloucester Health Department seeks Mayoral and City Council approval to accept the Massachusetts Opioid Abuse Prevention Collaborative Award in the amount of \$100,000.

The time period for expenditure of funds will be from July 1<sup>st</sup> 2013 to June 30<sup>th</sup> 2014. Subject to success of the regional partnership and grant deliverables, that grant is expected to renew at \$100,000 for each fiscal year through June 30, 2020. The total maximum obligation of the grant is \$700,000. The City of Gloucester Health Department is the lead community and fiscal agent for the grant.

In partnership with City of Beverly and Danvers, the City of Gloucester through Healthy Gloucester Collaborative will implement local policy, practice, systems and environmental change to prevent the use/abuse of opioids, and prevent/reduce unintentional deaths and non-fatal hospital events associated with opioid poisonings.

The funding will provide financial support for this group of municipalities (Gloucester, Beverly, Danvers) to enter into a formal, long-term agreement to share resources and coordinate activities to address the issues of opioid misuse and abuse, and unintentional deaths and nonfatal hospital events associated with opioid poisonings among their community residents.

The original Gloucester Opioid Abuse Prevention project led to the successful creation and sustainability of a Health Promotion Advocate position located at Addison Gilbert Hospital. Patients with behavioral health/substance abuse issues who utilize ambulance services multiple times per week/day are referred to the Health Promotion Advocate for screening, brief intervention and referral to treatment.

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*June 25, 2013*

The original project also worked successfully with Gloucester Police, Fire and EMS responders in addressing users and bystanders' reluctance to contact emergency services when an overdose occurs, and in implementing overdose intervention strategies such as Nasal Narcan.

Efforts will be made to educate and train Healthcare, Police, Fire and EMS responders in Beverly and Danvers to these successful and sustained approaches to preventing overdose deaths.

Staff will be available to answer City Council questions.

Thank You for your support and approval of this Regional Opioid Abuse Prevention Collaborative award.



City of Gloucester  
Grant Application and Check List

Granting Authority: State \_\_\_ Federal X Other \_\_\_\_\_

Name of Grant: Massachusetts Opioid Abuse Prevention Collaborative (MOAPC)

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: Massachusetts Department of Public Health, (MDPH), Bureau of Substance Abuse Services (BSAS)

Object of the application: to provide financial support for groups of municipalities to enter into formal, long-term agreements to share resources and coordinate activities to address the issue of opioid misuse and abuse, and unintentional deaths and non-fatal hospital events associated with opioid poisonings in Gloucester, Beverly and Danvers.

Any match requirements: No cash match. In-Kind Staffing, Materials and Equipment match only.

Mayor's approval to proceed: *Chris J. Fitch* 6/28/13  
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

Grant Budget by line item account:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

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



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ  
SECRETARY

LAUREN A. SMITH, MD, MPH  
INTERIM COMMISSIONER

May 1, 2013

Noreen Burke  
City of Gloucester  
3 Pond Road  
Gloucester MA 01930

Dear Ms. Burke:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has awarded the City of Gloucester a new contract to provide Massachusetts Opioid Abuse Prevention Collaborative services. This contract, #INTF2354M04301822059 is in the amount of \$100,000.00 and will be in effect from July 1, 2013 through June 30, 2014. This contract will renew at \$100,000.00 for each fiscal year through June 30, 2020. The total maximum obligation for all fiscal years combined is \$700,000.00.

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

Please return the enclosed contract as soon as possible. If you have any questions, please contact the Bureau at (617) 624-5146 or the Purchase of Service Office at (617) 624-5800.

A handwritten signature in black ink, appearing to read 'C. Whiteman', written over a horizontal line.

Charles A. Whiteman, Director of Administration and Finance  
Bureau of Substance Abuse Services

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> City Of Gloucester (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department Of Public Health MMARS Department Code: DPH	
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 9 Dale Ave Ste 9, Gloucester, MA 019303000		<b>Business Mailing Address:</b> 250 Washington St., Boston, MA 02108	
<b>Contract Manager:</b> Noreen Burke		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> nburke@gloucester-ma.gov		<b>Contract Manager:</b> Sokonthea Dao	
<b>Phone:</b> 978-282-8016 <b>Fax:</b> 978-281-9729		<b>E-Mail:</b> sokonthea.dao@state.ma.us	
<b>Contractor Vendor Code:</b> VC6000192096		<b>Phone:</b> 617-624-6190 <b>Fax:</b> 617-624-5017	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> INTF2354M04301822059	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____ , 20 ____ Enter Amendment Amount: \$ ____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> 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			
<b>COMPENSATION: (Check ONE option):</b> 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"/> Rate Contract (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"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): \$ <u>700,000.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 30 days ____% PPD. If PPD percentages are left blank, identify reason: ____ agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) Serv. Purchased In Supp. Of Human and Social Serv. Massachusetts Opioid Abuse Prevention Collaborative (MOAPC)			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 2013</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____ , 20 ____, a date <u>PRIOR</u> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30, 2020</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.			
<b>CERTIFICATIONS:</b> 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>5/10/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carolyn A. Kirk</u> Print Title: <u>Mayor</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

**CITY OF GLOUCESTER  
ACCOUNT BUDGET**

DEPARTMENT NAME: Health Dept.

ACCOUNT NAME: Mass Opioid Abuse Prevention Collaborative (MOAPC)

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

CFDA # (Required for Federal Grants): 93.959

DATE PREPARED: 6/25/2013

APPROVED  
AMENDED BUDGET  
(IF APPLICABLE)

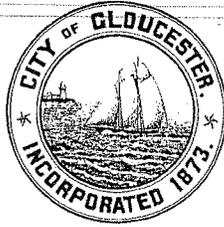
OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_ _ _ _)				
45800	\$100,000.00			\$100,000.00
				\$0.00
				\$0.00
Total:	\$100,000.00	\$0.00	\$0.00	\$100,000.00
EXPENSE (5_ _ _ _)				
51000	\$44,550.02			\$44,550.02
51250	\$7,596.54			\$7,596.54
51720	\$1,042.93			\$1,042.93
51740	\$7.56			\$7.56
51750	\$3,127.80			\$3,127.80
51810	\$782.20			\$782.20
51860	\$4,693.19			\$4,693.19
51990	\$240.00			\$240.00
52000	\$31,140.00			\$31,140.00
54000	\$1,643.87			\$1,643.87
57000	\$4,375.89			\$4,375.89
57100	\$800.00			\$800.00
Total:	\$100,000.00	\$0.00	\$0.00	\$100,000.00

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_



City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9700  
FAX 978-281-9738  
jduggan@gloucester-ma.gov

CITY OF GLOUCESTER  
OFFICE OF THE MAYOR

## MEMORANDUM

**TO:** City Council President Hardy and members of the Gloucester City Council  
**FROM:** Jim Duggan, Chief Administrative Officer   
**RE:** Essex Heritage Visitor Center Grant  
**DATE:** June 27, 2013

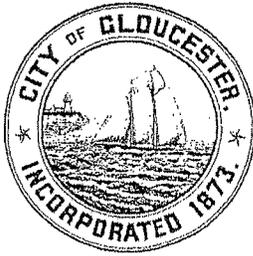
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Attached for your information is a grant application submitted to the Essex National Heritage Commission to support the printing of promotional materials for the Welcoming Center.

Please refer this matter to the Budget and Finance subcommittee for their review and recommendation to the full City Council.

Thank you.

Attachments



City of Gloucester  
Grant Application and Check List

Granting Authority: State \_\_\_\_\_ Federal  Other \_\_\_\_\_

Name of Grant: ESSEX HERITAGE VISITOR CENTER GRANT

Department Applying for Grant: MAYOR'S OFFICE

Agency-Federal or State application is requested from: NATIONAL PARK SERVICE

Object of the application: PROMOTIONAL MATERIAL

Any match requirements: YES - MINIMUM OF \$2,600 IN TOURISM

Mayor's approval to proceed: \_\_\_\_\_  
Signature Chad J. Felt Date 6/28/13

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

FORM: AUDIT GRANT CHECKLIST - V.1



City of Gloucester  
Grant Application and Check List (Continued)

The following are documents needed by the Auditing Office for grant account creation:

1. Grant Application
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor (if applicable).
6. Any additional information as requested by the Auditing Department

Note: All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.



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## NOTICE OF INTENT FOR 2013 PROGRAM GRANT

City of Gloucester  
Office of the Mayor  
c/o Kathie Gilson  
9 Dale Avenue  
Gloucester, MA 01930

June 25, 2013

Ms. Debbie Forman  
221 Essex Street, Suite 41  
Salem MA 01970

Dear Ms. Forman,

The Welcoming Visitor Center of Gloucester, MA , intends to submit a letter of intent, in response to ENHC Visitor Center 2013 Grant.

The Gloucester Visitor Center will use the grant to redesign and print an existing Gloucester heritage brochure, GLOUCESTER MARITIME TRAIL, a self-guided tour to four historic walks through Gloucester.

The VC will comply with the conditions and requirements of the Memorandum of Understanding between the Essex National Heritage Commission and Gloucester Visitor Center/Information Site.

The first disbursement of half the funds will be sent in July, after receiving all requested written material and an actual expense report for the year ending 12/31/12 or 6/30/13. The final disbursement will be made after visitor and volunteer numbers are received for most recent fiscal year.

I understand that this grant proposal will be due by June 30, 2013, in your offices. If there are any questions regarding my letter, please contact me by any of the following means.

Ph: 978-325-3558  
Cell: 978-2990-9860

Sincerely,



Kathie Gilson

# WELCOMING CENTER CONTACT LIST

Anthony, Marion
Authier, Leanne
Axelrod Abi
Bell, Jan
Bergmann, Virginia
Blitz, Bernice
Brigham, Anthea
Callahan, Maryellen
Chamberlin, Donna
Chandler, Lin
Cohen, Ginny
Cole, Jacqui
Connely, Mary
Corey, Donna
Curry, Sally
Delaney, Charlene
Dexter, Steve
Diedrich, Winnifred
Dow, Laura
Floyd, Rosaria
Gauthier, Rachel
Gelinas/ Craaybeek, Bob/ Evelyn
<b>Gilson, Kathie</b> <i>STAFF</i>
Gilson Joan
Gold, Roz
Goodall, Susan
Greenfield, Meg
Growley, Ginny
Hanson, Ed
Hendrickson, Cindy
Letendre, Anne
Maffei, Harriet
Malloy, Maureen
McNeill, Carol
Mead, Jane
Mineo, Mike & Loretta
Moody, Rauni
Nash, Amanda
O'Hara, Alfreda
Prum, Katherine

Reed, Susan
Robbins Janet
Sanborn, Milly
Sagall, Rosie
Sarofeen, Gail
Usewick, Diane
Young, Esther & Dave
Zafran, Lisa

**Memorandum of Understanding  
Between the Essex National Heritage Commission and  
Visitor Centers/Heritage Information Sites**

This letter is to confirm our understanding that City of  
Visitor Center - Gloucester, Ma  
(ORGANIZATION NAME HERE)  
is designated an Essex National Heritage Area Visitor Center (VC)/Heritage Information Site (HIS) by the Essex National Heritage Commission (ENHC), and as such will adhere to the following conditions:

**I. The following are requirements that are expected from all Visitor Centers and Heritage Information Sites:**

- A. ENHC information requirements for VC/HIS Staff/Volunteers:
- VC/HIS staff/volunteers must be able to provide general information on Essex National Heritage Area
  - VC/HIS staff/volunteers must be able to provide information about the Essex National Heritage Area for free - without requiring the visitor to pay an entrance fee into the site
  - VC/HIS staff/volunteers must be able to provide information on the sites and resources within your cluster, and directions to these sites
  - VC/HIS staff/volunteers must collect visitor data, and share visitation data with ENHA on a monthly basis.
  - VC/HIS staff/volunteers must be able to provide directions to other VC/HIS in the Essex National Heritage Area.
  - VC/HIS staff/volunteers must be able to provide a general idea of resources in other VC/HIS clusters, and have access to that information.
  - VC/HIS staff/volunteers should be able to provide some general information on services such as restaurants and hotels, B&Bs and inns in the immediate area.
- B. ENHC VC/HIS Relationship Requirements:
- Area visitor centers must display all materials provided by the ENHC
  - Area visitor centers must distribute all materials provided by the ENHC

**II. The following are ENHA goals for all Visitor Centers/Heritage Information Sites:**

- Open to the public 6-7 days per week including both weekend days for at least 7 months per year April through October, with hours of operation posted prominently on the entrance
- Has access to public bathrooms - either in the facility or has made arrangements for free bathrooms in the immediate vicinity.
- Has a pay phone on the premise or has clear information on the nearest public phone.
- Parking for the visitor center should be clearly marked.
- Handicapped Accessible

III. Please provide details regarding the current status of the visitor center:

- A. Your hours of operation 9:00 am - 6:00 pm. 7 days
- B. Do you have a restroom for public use on site? yes
  - If not, where do you provide access to restrooms? \_\_\_\_\_
  - Is this restroom location accessible all the hours that your VC/HIS is open? yes
- C. Do you have a telephone for public use on site? yes
  - If not, where do you provide access to telephone? \_\_\_\_\_
  - Is this telephone location accessible all the hours that your VC/HIS is open? yes
- D. Where is parking for the visitor center? in lot adjacent to VC -
  - Is parking free? yes
- E. Is the visitor center handicapped accessible? yes
  - If not, are there any plans to make your building handicapped accessible? \_\_\_\_\_

IV. What is your current strategy and timeline for meeting the above mentioned goals? (Attach your strategy on a separate page)

I have been authorized by the appropriate governing body to hereby agree to the terms and conditions set forth in this memorandum of understanding.

Kathie Nelson  
NAME

Gloucester Welcoming Visitor Center  
ORGANIZATION NAME

June 21, 2013  
DATE

**City of Worcester, Mayor's Expense Budget Report, FY2013**

Mayor's budget as submitted to the City Council

**101000 General Fund**

**Dept. 563 Tourist Comm**

	FY12 Appropriated	FY12 Working	FY13 Dept Request	FY13 Mayor's Request
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**Personnel Expenses**

51200 SAL/WAGE-TEMP POS

Total for 101000.10.563.51200.000.00.00.051	\$10,000	\$10,000	0.00 FTE \$10,000	\$10,000
<b>Total for Personnel Expenses</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>

**Ordinary Expenses**

52000 CONTRACTED SERVICES

Total for 101000.10.563.52000.000.00.00.00.052	\$0	\$25,000	\$0	\$0
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52180 PURCHASED GOODS/SERVICES

Total for 101000.10.563.52180.000.00.00.00.052	\$1,500	\$1,500	Phone Service/800 number \$1,500	\$1,500
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53500 Purchased Services

Total for 101000.10.563.53500.000.00.00.00.052	\$34,000	\$34,000	Committee for the Arts Cultural Council Tourism Commission \$34,000	\$3,000 \$2,000 \$50,000 \$55,000
<b>Total for Ordinary Expenses</b>	<b>\$35,500</b>	<b>\$60,500</b>	<b>\$35,500</b>	<b>\$56,500</b>
<b>Total for Department 563</b>	<b>\$45,500</b>	<b>\$70,500</b>	<b>\$45,500</b>	<b>\$66,500</b>



ESSEX NATIONAL  
HERITAGE AREA

**DATE:** June 13, 2013  
**TO:** Essex National Heritage Area Visitor Centers  
**FROM:** Debbie Forman  
**RE:** Essex Heritage Visitor Center Grants – 2013 Season

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We are pleased to announce that we have been notified of the amount of our funding, the 2014 Essex Heritage budget has been approved and the 2013 ENHC Visitor Center Grants will be the same amount as last year.

We will use the same system that we have used for the last few years, an MOU and two disbursements. The first disbursement of half the funds will be sent in July after we have received all your requested written material and your final actual expense report for the year ending 12/31/12 or 6/30/13. The final disbursement will be made after we have received your visitor and volunteer numbers for your most recent fiscal year.

To qualify for the 2013 visitor center grant program, please complete the attached Memorandum of Understanding (MOU) and return it to Essex Heritage with the following information:

1. Letter stating intent to participate in the 2013 Essex Heritage Visitor Center grant program, and your goals for the grant funding
2. Your 2013 budget
3. Evidence of matching funds for 2013
4. Staff and volunteer list.

We require that someone in your organization become a member of Essex Heritage in order to receive this grant.

**All information is due by June 30, 2013.** Memoranda of Understanding not received by that date will not be eligible for a 2013 Essex Heritage Visitor Center grant. Once we have all of this information, we will be sending out the grant contracts. Please feel free to contact me with any questions.



**CITY OF GLOUCESTER 2013  
CITY COUNCIL ORDER**

**ORDER:** CC#2013-022  
**COUNCILLORS:** Melissa Cox and Paul McGeary

**DATE RECEIVED BY COUNCIL:** 07/09/2013  
**REFERRED TO:** B&F, P&D and Traffic Commission  
**FOR COUNCIL VOTE:**

**ORDERED** that the City Council review the matter of the use of 65 Rogers Street as a public off-street parking lot and together with the Administration develop a parking lot Plans as required by Code of Ordinances Sec. 22-288 and Sec. 22-190 to Sec. 22-197 and to determine the parking meter zone and parking hours under Sec. 22-290 and Sec. 22-216; and further

**ORDERED** that the Code of Ordinances be amended as follows:

Amend Sec. 22-291 "Established" (Off Street Parking Areas) by **DELETING** "six"  
And **ADDING** "eight";

Amend Sec. 22-288 by **ADDING** "Rogers Street Parking Lot at #65 Rogers Street" and  
by **ADDING** (the description of the parking lot as shown on the plan);

Amend Sec. 22-210 "Definitions" and Sec. 22-212 "Parking Meters" and Sec. 22-216  
"hours" as needed; and further

**ORDERED** that this matter shall be referred to the Budget & Finance and Planning & Development Standing Committees for review and recommendation on whether there shall be a parking lot and whether the Code of Ordinances shall be so amended and shall be referred to the Traffic Commission on whether 65 Rogers Street shall be an off street parking lot.

Melissa Cox  
Ward 2 Councillor

Paul McGeary  
Ward 1 Councillor

**CITY OF GLOUCESTER  
TRAFFIC COMMISSION**

CITY CLERK  
GLOUCESTER, MA  
13 JUL 29 AM 8: 16

**A meeting was held on Thursday July 25th, 2013 at 6:00 p.m.  
in the third floor Conference Room  
at Gloucester City Hall**

The meeting was opened at 6:03 p.m. by Chairman Robert B. Ryan. Also attending were members Larry Ingersoll, Michael Mulcahey, Anthony Bertolino (arrived 6:06) and Robert Francis (arrived 6:21). Present were City Councilors Jackie Hardy, Sefatia Romeo-Theken, Melissa Cox, Paul McGeary and Steven LeBlanc. Also present were residents David Blake (HP space on Knowlton Sq.), Sean Gadbois (Green St.) and Jeffery Amero, Atty. Joel Favazza, Ann Mulcahey, Sandra Demetri, Rona Tyndall, James Lynch, Natalie Lynch and Denise Foley (Fort Sq). Foley asked permission to audio record the meeting and it was granted by the Chair. She also took some photos of the meeting.

**AGENDA**

**Order #CC2013-022 (Councilors Cox & McGeary)** Ordered that the CC review the matter of the use of 65 Rogers Street (I4-C2) as a public off-street parking lot and together with the administration, develop a parking lot plan as required by the Code of Ordinances (Sec. 22-288 and sec. 22-190 to 22-197) and to determine the parking meter zone and parking hours under Sec. 22-290 and Sec. 22-216 and further

Ordered that the Code of Ordinances be amended as follows:

Amend Sec. 22-291 (Established off-street parking areas) by DELETING 'six' and ADDING 'eight'

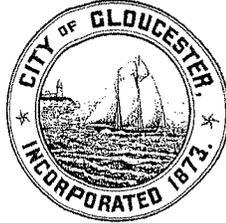
Amend Sec. 22-288 be ADDING 'Rogers Street Parking Lot at #65 Rogers Street' and by ADDING (the description of the parking lot as shown on the plan).

Amend Sec. 22-210 (Definitions) and Sec 22=212 (Parking Meters) and Sec. 22-216 (Hours) as needed, and further

Ordered that this matter shall be referred to the B&F and P&D Committees for review and recommendation on whether there shall be a parking lot and whether the Code of Ordinances shall be so amended and shall be referred to the Traffic Commission on whether 65 Rogers Street shall be an off-street parking lot.

*After a discussion, A MOTION was made, seconded and PASSED (4-0) to APPROVE the creation of a parking lot at 65 Rogers Street. The TC did request that it be on a temporary basis of 5 years. The city has asked for a waiver for that time period. The TC was also interested in seeing any final plan for the lot.*

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-282-4113  
jtowne@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE CHIEF FINANCE OFFICER**

MEMORANDUM

To: Mayor Kirk  
Michael B. Hale, Director of Public Works

From: Jeffrey C. Towne, CFO *Jeffrey C. Towne*

Date: July 12, 2013

Re: Lanes Cove Breakwater Appropriation Funding Request

I have identified two funding sources, existing funds remaining in capital projects, which can be used to fund the necessary repairs that have been outlined in a separate memo from Michael B. Hale, Director of Public Works dated July 9, 2013. The base fee requested by Mr. Hale is \$78,400 and the combination of the following funding sources will provide enough to cover that amount:

CIP 05 DPW – Soil Sample/Analysis (Fund 300021)	\$17,722.40
CIP 13 – Good Harbor Footbridge (Fund 300086)	\$70,536.95

These projects are considered complete and I would recommend that we appropriate these remaining funds listed above to a fund that will be used to do the repairs for the Lanes Cove Breakwater.

Public Works  
28 Poplar Street  
Gloucester, MA 01930



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

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: 9 July 2013

To: Mayor Carolyn Kirk  
CAO, James Duggan  
CFO, Jeff Towne  
Emergency Management Director, Chief Eric Smith

From: Michael B. Hale, Director of Public Works

RE: Funding Request for Lanes Cove Breakwater

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The Lanes Cove Breakwater sustained significant damage during the February blizzard of 2013. On 23 May 2013, FEMA and MEMA conducted a city-wide assessment of damage as a result of the blizzard. FEMA has indicated that engineering plans and estimates for permanent repairs to the damaged breakwater should be submitted as part of the emergency response follow up.

Public Works was worked closely with GZA GeoEnvironmental, Inc. on a proposal for professional services, which include: design, permitting and construction services for the Lanes Cove Breakwater. I have attached a copy of a Proposal for Professional Services for Lanes Cove Breakwater. The base fee requested is \$78,400.

July 3, 2013  
File No. 18.P000057.14



Mr. Michael Hale  
Director of Public Works  
City of Gloucester  
9 Dale Avenue  
Gloucester, Massachusetts 01930

Re: Proposal for Professional Services  
Lanes Cove Breakwater  
Gloucester, MA

372 Merrimac Street  
Newburyport, MA  
01950

781-278-4800 Phone  
978-465-2640 Fax

[www.gza.com](http://www.gza.com)

Dear Mr. Hale:

GZA GeoEnvironmental, Inc. (GZA) is pleased to present this proposal for professional services for the above-referenced project. It is our understanding that the City of Gloucester wishes to implement design, permitting, and construction for repair/improvement of the damaged breakwater structure. The proposed Scope of Services and associated costs for this work are presented in detail below.

## BACKGROUND

Lanes Cove is a land-connected, granite stone breakwater with a total length of approximately 800 feet that provides southerly shelter from the Atlantic Ocean and protection of Lanes Cove. Historic drawings indicate the breakwater to date back to the 1600's. The breakwater is made up of relatively small stacked granite stone with a vertical facing on the landward side, and a sloped revetment on the water side.

The breakwater reportedly sustained damage by the Blizzard of 1978, and the "No name" winter storm of 1991. The Federal Emergency Management Agency (FEMA) funded construction work to repair the damage that occurred in 1991, with the actual construction work occurring from September 1995 through January 1996. Brayman Engineering provided design and permitting for these repairs. Vinc Associates, Inc. (now GZA) provided construction oversight at that time.

The breakwater structure was also damaged during the storm surge and strong waves of December 26, 2010. Additional significant damage occurred to the structure during the recent storms of February 2013. FEMA personnel have recently performed a site visit to observe conditions and have indicated that the damage to restore the structure to the pre-storm conditions may be paid for (in part) by the FEMA program. FEMA also indicated to the City that it may be possible that an upgraded design (utilizing construction elements that are more consistent with modern design standards) may qualify for FEMA Mitigation funding. The proposal herein considers restoration of the structure to pre-storm conditions, as well as working with FEMA to implement a structure that would be less prone to future storm damage.

## SCOPE OF WORK

The following scope of work provides a breakdown by task based on our understanding of the City's proposed project. Work will progress in approximate sequential order upon the City's approval.

### TASK 1 PROJECT REVIEW AND SITE WALK

Upon Notice to Proceed, GZA will meet with the Department of Public Works to walk the site and attain available documents, such as archive drawings, previous inspection reports and studies, and survey information, if available. GZA will also contact the Army Corps of Engineers and Massachusetts Department of Environmental Protection for possible archive documents.

### TASK 2 SITE INVESTIGATIONS AND EVALUATION

GZA will complete site investigations and evaluations to define the damaged areas. No subsurface investigations are proposed within this proposal. Anticipated investigations include the following:

- A. Topographic survey of the land-connected breakwater sections.
- B. Provide bathymetric survey of the water areas adjacent to the structures.
- C. Provide visual inspection and evaluation of the granite breakwater structure above water performed at low tide.
- D. Provide an underwater inspection of the inner structure and Cove opening to access undermining or dislodged stone comprising the structural mass.
- E. Develop a site plan defining areas of damage and surface grades.
- F. Evaluate environmental conditions associated with the project site considering various frequency storms. Evaluate stone size and structural composition to resist storm forces.
- G. Prepare and submit to the City a Findings Report outlining the investigations and evaluations per the above tasks. The Report will include a work plan identifying repair limits to restore the structure to pre-storm conditions. We will develop cost estimates of damage and preliminary cost estimates to improve conditions of the structure to pre-storm conditions.
- H. We will develop an Appendix to the above Task G Findings Report considering structural improvements and/or reconstruction of the breakwater structure that are consistent with current design standards. Evaluations to include the use of larger stone structure, or alternate materials such as concrete to result in an improved more storm resistant breakwater structure. We will evaluate alternate structures and materials with regard to aesthetics, longevity and future maintenance requirements. We will consider the FEMA Mitigation Program requirements and prepare and submit preliminary construction cost estimates.
- I. Attend one meeting with the City to review the Findings Report and the Task H Appendix. Review meeting shall determine if the City wishes to forward the project with repairs to pre-storm conditions, or to file with FEMA for their Mitigation Program. We will finalize the Findings Report consistent with the review meeting.

### TASK 3 FEMA MITIGATION PROGRAM SUBMITTAL

- A. We will advance the project under the FEMA Mitigation Program (Assuming that the City wishes to advance the project this way). We will prepare and submit an application for the project consistent with Program requirements. Submittal will include the programming of past costs associated with maintaining the structure per its current condition utilizing small stone; versus the projected future costs should the structure be improved. We will utilize FEMA methods and computer modeling to analyses potential long-term savings that might be appreciated per the improvement program.
- B. We have anticipated that we will have 4 additional meetings under this Task, including two with the City to review findings, and two with FEMA toward the advancement of the application.

### TASK 4 PERMITTING, DESIGN, AND CONTRACT DOCUMENTS

Based on the selection of the proposed work plan, GZA will progress with permitting, final design, and preparation of contract documents including drawings, specification, and bid documents. It is our understanding that these services will include the following:

- A. Permitting of breakwater improvements
  - 1. Prepare and submit the Notice of Intent application for the project in accordance with City and State requirements. It is assumed that Conservation Commission will publish the legal notice and the City will record the Order of Conditions with the Registry of Deeds. We will attend up to 2 (two) Conservation Commission hearings to present the proposed project. We will prepare and mail abutter notifications for abutters within 300-ft of the project property in accordance with the requirements of the Massachusetts Wetlands Protection acts and local by-laws.
  - 2. Prepare and submit an Army Corps of Engineers General Permit Application for Category 1 – Form C for repair of grandfathered structures (constructed prior to 1968) within the existing footprints.
  - 3. Prepare and submit a DEP Chapter 91 License Request for an Informal Determination. It is assumed that the work limit is within the existing footprints and above mean high water and the structure is licensed. As such, a Request for an Informal Determination will be made to confirm Chapter 91 authorization is not required.

It is assumed that a DEP 401 Water Quality Certification (WQC) is not required, as the project is for the maintenance of legal (licensed) structure that will have an issued Order of Conditions, qualify as an Army Corps of Engineers Category 1 project, and have minor seaward expansion resulting in less than 100 cubic yards of dredging. As such, the proposal herein, includes no scope of work related to WQC.

### TASK 5 FINAL DESIGN

- A. We will provide final design and prepare Contract drawings for proposed improvements.
- B. We will prepare Project Manual with bid documents and specifications in suitable format for public bidding of the project. Deliverables to include: 1 (one) hard copy of the drawing set (24x36), 1 (one) hard copy of the project manual, and 1 (one) cd with electronic files.

#### TASK 6 BID SOLICITATION SERVICES

GZA will work with the City throughout the bid solicitation period including the following:

- A. We will submit notification to the Central Registry, publish the Invitation for Bids, and conduct the bid opening.
- B. We will provide technical support during the bid phase, attend a pre-bid meeting, and prepare and distribute bid addenda as necessary.
- C. We will review bids and provide the City with a recommendation for award.

#### TASK 7 CONSTRUCTION SUPPORT SERVICES

After the Town has successfully awarded the project to the contractor, GZA will assist the City in construction oversight and provide the following services:

- A. Provide technical support and submittal reviews.
- B. Provide construction oversight (2 site visits per week for an assumed 14-week construction period for a total of 28 visits).
- C. Provide and submit compliance certification to regulatory agencies with as-built documentation based on the contract drawings and construction notes and observations (electronic submittal with one hard copy).

#### EXPENSES

Anticipated expenses related to the above tasks include travel, field equipment recovery fees, reproduction and mailings. For the entire project, we recommend that a budget of \$5,000 be established for such expenses.

#### SCHEDULE

GZA is prepared to initiate work immediately upon authorization to proceed and anticipates completion of the field activities within 2 to 4 weeks of the receipt of authorization, subject to favorable weather and tide conditions. The FEMA Hazard Mitigation submittal is due by August 30, 2013. We will need your coordination and notice to proceed within the next two weeks to achieve this schedule. Permitting is anticipated to require approximately two months for approval from the Gloucester Conservation Commission and response from the DEP Chapter 91 License determination. However, because the granting of approvals is at the discretion of the regulatory agencies, GZA cannot guarantee that approvals will be issued nor can GZA control the time required to obtain approvals after the initial application submissions. Bid Solicitation and opening will be completed as needed to meet the coordinated project schedule with the FEMA funding and review requirements.

#### BASIS OF BILLINGS

Billings will be based upon a Lump Sum price for the percentage of work completed for Tasks 1, 2, 4, 5 and 6 as outlined above and listed below. Task 3 and 7 will be invoiced on a Time and Materials basis in accordance with the attached Schedule of Fees. Expenses will be invoiced at cost plus 10% for administration. Our cost estimate reflects our present judgment as to the level of effort required to complete this work assignment to your satisfaction. The cost estimate is based on the assumption that none of the required permits and approvals, once issued, will be appealed. Resolution of appeals will be considered an additional service to this proposal and, if required, will be provided at a separately agreed fee.

TASK DESCRIPTION	ESTIMATED FEE
TASK 1 - PROJECT REVIEW AND SITE WALK (LUMP SUM)	\$2,100
TASK 2 - SITE INVESTIGATIONS AND EVALUATION (LUMP SUM)	\$22,200
TASK 3 - FEMA SUBMITTAL (TIME AND EXPENSES) BUDGET	\$10,000
TASK 4 - PERMITTING (LUMP SUM)	\$7,300
TASK 5 - FINAL DESIGN AND BID DOCUMENTS (LUMP SUM)	\$8,000
TASK 6 - BID SOLICITATION (LUMP SUM)	\$3,400
TASK 7 - CONSTRUCTION SUPPORT SERVICES (TIME AND Expenses) EXPENSES (BUDGET)	\$20,400 \$5,000
<b>TOTAL COST</b>	<b>\$78,400</b>

Invoices for our services will be mailed to the address presented above. Should your billing address be different, please provide that information on the last page of this agreement.

#### CONDITIONS OF ENGAGEMENT

Conditions of engagement are described in the attached Terms and Conditions (05-9010).

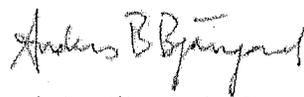
#### ACCEPTANCE

This proposal may be accepted by signing in the appropriate spaces below and returning one complete copy (with attachment) to us. The executed agreement must be received prior to the initiation of the services described above. Issuance of a purchase order implicitly acknowledges acceptance of the above - referenced terms and conditions. This proposal for services, schedule of fees, and terms and conditions shall constitute the entire agreement between the parties.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call me if you have any questions or require any additional information. This proposal is valid for a period of 30 days from the date of issue.

Sincerely,  
GZA GEOENVIRONMENTAL, INC.

  
David Smith  
Project Manager

  
Anders Bjamgard, P.E.  
Consultant/Reviewer

  
David Vine, P.E.  
Principal-in-Charge

Attachments: Terms and Conditions (08/08-Edition/05-9010)  
Schedule of Fees

This Proposal for Services and the Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of the City of Gloucester, MA.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_



**TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES  
INCLUDING SITE INVESTIGATION, REMEDIATION,  
GEOTECHNICAL, CONSTRUCTION, AND TESTING**

© 2008 by GZA GeoEnvironmental, Inc.

Client ("You"): City of Gloucester, MA

Proposal No: 18.P000057.14

Site: Lanes Cove Breakwater, Gloucester, MA

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.**

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.

**2. Standard of Care; Warranties.**

- a. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
- b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
- c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
- d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.

**3. Payment.**

- a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

**4. Your Responsibilities.**

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
  - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
  - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and

(iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.

- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

**5. Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

**6. Underground Facilities.** GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

- (i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
- (ii) that are not correctly marked by the appropriate utility.

**7. Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

**8. Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.

**9. GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

**10. Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

**11. Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

## 12. Changed Conditions.

- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

**13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

**14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

**15. Confidentiality; Subpoenas.** Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**16. Insurance.** During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

**17. Indemnification.** You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

## 18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

**19. Disputes.**

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**20. Miscellaneous.**

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

For Proposal For Services Dated: \_\_\_\_\_

July 3, 2013

18.P000057.14



## WATERFRONT RATES

### SCHEDULE OF FEES

Principals	\$200
Senior Project Manager/ Senior Technical Specialist	\$160
Project Manager/Technical Specialist	\$140
Assistant Project Manager	\$115
Engineer I	\$90
Engineer II	\$80
CADD Operator	\$80
Word Processor	\$65

*GZA laboratory and equipment charges will be at standard rates. Outside laboratory, exploration and subcontractor expenses will be billed at cost plus 10% markup. Mileage will be billed at cost without markup. A communications charge of 3% of labor billings will be applied to all invoices.*

\* *A fifty percent (50%) premium will be added to the above rates for expert witness services.*