



GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, August 22, 2013 – 6:00 p.m.
1st Fl. Council Committee Room – City Hall

AGENDA

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

1. *Memorandum from Community Development Director re: recommendations from the Community Preservation Committee for Round 4, FY2013 funds*
2. *Essex National Heritage Commission (ENHC) grant in the amount of \$2,650 award to the City of Gloucester Visitors Welcome Center & request City Council acceptance of said grant*
3. *Memorandum from Police Chief requesting City Council acceptance of an FY2014 State 911 Department Support & Incentive Grant in the amount of \$61,795*
4. *Memorandum from Public Health Director requesting City Council acceptance of a Public Health Emergency Preparedness (PHEP) Grant 2013-2014 in the amount of \$170,644*
5. *Memorandum from Senior Project Manager of the Grants Office requesting City Council vote taken on May 28, 2013 to approve and accept anticipated HOME funds in the amount of \$59,559 be amended to accept an additional amount of \$2,419 for a total of \$61,978*
6. *Memorandum, Grant Application & Checklist from Harbormaster re: Clean Vessel Act Pumpout Boat Grant Program*
7. *Letter from Susan Kelly re: first Gloucester Garden Tour & request City Council acceptance of Donated \$2,502 proceeds of tour to support maintenance of the HarborWalk butterfly gardens*
8. *Memorandum from Fire Chief requesting permission to pay FY13 training reimbursement with FY14 funds in the amount of \$498.07*
9. *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
Noreen Burke
Harbormaster Jim Caulkett
Tom Daniel
Debbie Laurie
J.J. Bell/Sandra Dahl-Ronan

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.

3 Pond Road
Gloucester, MA 01930



Telephone: 978-281-9781

Fax: 978-281-9779

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Carolyn A. Kirk
FROM: Tom Daniel, Community Development Director *TMD*
CC: Deborah Laurie, CPC Senior Project Manager
RE: Recommendations from the Community Preservation Committee for Round 4, FY2013 Funds
DATE: July 25, 2013

The Community Preservation Committee has received, reviewed and made recommendations on the fourth round of project applications for the Community Preservation Act funding.

Please find attached the Committee's submission of recommended projects for your review, and for forwarding to the City Council for their review and appropriation.

Thank you.

The Community Preservation Committee recommends \$415,575 in funding for one-time projects. All recommended projects are subject to the terms and conditions imposed by the Community Preservation Committee. The following conditions are common to recommended projects:

1. Projects financed with Community Preservation Act funds must comply with all applicable State and municipal requirements. Funds are administered and disbursed by the City of Gloucester.
2. Project oversight, monitoring, and financial control are the responsibility of the Community Preservation Committee or its designee.
3. The Community Preservation Committee will require quarterly project status updates from Community Preservation Act Fund recipients. Additionally, recipients shall also provide an interim report at the 50% Completion Stage along with budget documentation.
4. All projects will be required to state *"This project received funding assistance from the citizens of Gloucester through the Community Preservation Act"* in their promotional material and, where appropriate, on exterior signage.

Attached are:

1. Summary of Community Preservation Committee Recommendations
2. Project Summaries for each Recommendation
3. Criteria for Project Evaluation adopted and published by the Community Preservation Committee

Estimated Community Preservation Fund Balance available for appropriation from reservations is \$679,253. This includes estimated receipts for the local surcharge during FY 2013 and accumulated interest of \$493,796, and estimated miscellaneous receipts for FY 2013 of \$15,041, plus the state match of \$127,133 and unspent funds from the prior year of \$48,356. After administrative costs of \$26,670, debt service for the City Hall Renovation Project of \$185,663, nets to Unrestricted Reserves of \$471,993. The Estimated Community Preservation Fund Balance of \$679,253 as of June 30, 2013 includes the following: Open Space Reserve of \$97,130, Community Housing Reserve of \$110,130 and Unrestricted Reserves of \$471,993. Applications for all projects are available for review in the Community Development Office, Grants Division.

Submitted by: Community Preservation Committee

J.J. Bell, Co-Chair and At-Large
Bill Dugan, Housing Authority
Karen Gallagher, Planning Board
Charlie Crowley, Open Space and Recreation
Scott Smith, At-large

Sandy Dahl-Ronan, Co-Chair and At-Large
John Feener, Conservation Commission
Tom O'Keefe, Historic Commission
Stacy Randell, At-large

**Summary of Community Preservation Committee Recommendations
For Round 4, FY2013 Funding**

Project #	APPLICANT	PROJECT TITLE	CPA CATEGORY	RECOMMENDED AMOUNT
1	Magnolia Library & Community Center	Magnolia Library & Community Center Renovation	Historic Resource	\$7,500
2	Sargent -Murray-Gilman-Hough House Association	Saving the Foundation, Repairing the Structure	Historic Resource	\$20,000
3	Cape Ann Museum and Thacher Island Association	Restoration and preservation of Thacher Island Fresnel Lens	Historic Resource	\$10,000
4	Phyllis A. Marine Association	Stern rebuild of the vessel Phyllis A.	Historic Resource	\$25,000
5	Rocky Neck Art Colony, Inc.	Rehabilitation and restoration of former Christian Science Church, 6 Wonson Street	Historic Resource	\$50,000
6	City Hall Restoration Committee	City Hall Restoration - Repairs/Restoration of Auditorium Windows	Historic Resource	\$36,000
7	Ocean Alliance	Tarr and Wonson Paint Manufactory - repair chimney & supporting building	Historic Resource	\$30,000
8	Magnolia Historical Society, Inc	Rehabilitation and restoration of the Blynman Schoolhouse to enable use as the Magnolia Historical Museum and Cultural Center	Historic Resource	\$30,000
9	Gloucester Committee for the Arts	City Hall WPA Mural restoration Project- Phase II	Historic Resource	\$35,000
10	Cape Ann Women's Softball League	Mattos Field Rehabilitation Project	Recreational Land	\$10,075
11	City of Gloucester Public Works	Gloucester Skate Park Rehabilitation	Recreational Land	\$25,000
12	George H. Roark and Susannah Wolfe (Friends of Stage Fort Park)	Stage Fort Park - A Walking Path	Recreational Land	\$4,000
13	Gloucester Waterways Board/Harbormaster	Hodgkins Cove Public Landing	Recreational Land	\$8,000
14	Gloucester Waterways Board/Harbormaster	Head of Lobster Cove Public Landing	Recreational Land	\$5,000
15	Magnolia Bike Club	Magnolia Bike Park - Bicycle Track	Recreational Land	\$5,000
16	Friends of Gloucester Dog Park	Gloucester Dog Park	Recreational Land	\$15,000
17	Essex County Greenbelt Association	Norcross Property Acquisition	Open Space	\$100,000
	TOTAL RECOMMENDED			\$415,575

**GLOUCESTER COMMUNITY PRESERVATION COMMITTEE
RECOMMENDATIONS FOR FY13, ROUND 4 APPROPRIATION**

The Gloucester Community Preservation Committee recommends that City Council appropriate \$415,575 from the Community Preservation Fund for the projects hereinafter described.

**PROJECT NO. 1
MAGNOLIA LIBRARY & COMMUNITY CENTER - RENOVATIONS
Project Sponsor: MAGNOLIA LIBRARY CENTER**

The Community Preservation Committee recommends the appropriation of \$7,500 to the Magnolia Library & Community Center for the purpose of the doing design and cost studies for the rehabilitation and restoration of an historic asset by hiring a sprinkler engineer to develop a plan for a sprinkler system to protect and preserve the building in the event of fire, and/or hiring an architect to draft plans for a handicap compliant bathroom, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014;
2. An historic preservation easement will be required.

The Community Preservation Act spending purpose is to rehabilitate an historic resource.

Project Summary:

The Magnolia Library and Community Center offers residents of Gloucester various educational and cultural experiences through programming and events at the Center. The Center operates in a 127 year old structure which has no sprinkler and fire alarm system which would preserve the building in the event of a fire. This project would allow the Center to do planning studies in order to preserve and protect this historic structure that has seen a 41% increase in use over the last year.

The Center also needs to rehabilitate their restrooms to ADA compliance. This would allow all residents to be able to partake in the various programs offered at the Center. The total project cost is estimated at \$195,150.

**PROJECT NO. 2
SAVING THE FOUNDATION, REPAIRING THE STRUCTURE
Project Sponsor: SARGENT -MURRAY-GILMAN-HOUGH HOUSE ASSOCIATION**

The Community Preservation Committee recommends that the City Council appropriate \$20,000.00 to the SARGENT-MURRAY-GILMAN-HOUGH HOUSE ASSOCIATION for the purpose of the rehabilitation and restoration of an historic asset by repairing the foundation, repointing chimney bases and outer walls, replace and repair beams, support columns and repairing the basement window, at the Sargent-Murray-Gilman-Hough House Association located at, 49 Middle Street, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The project will insure the stabilization and long-term preservation of the Sargent house Museum. Currently there is significant structural damage to infested wooden beams and brick piers in the basement. Chimney bases that serve five of the house's fireplaces have shifted due to earlier repairs that are failing. A masonry window well needs rebuilding and there are masonry cracks in the building's outer walls caused by the use of modern mortar, which is failing. The work is predicated on Conservation Assessment Reports completed in 2008 by Wendy Frontiero, a preservation architect.

In addition to stabilizing the building, this project will eliminate heating loss, humidity infiltration and potential vermin infestation, all of which are major threats to the significant collections in the house. The total project cost is estimated at \$53,075.

**PROJECT NO. 3
RESTORATION AND PRESERVATION OF THACHER ISLAND FRESNEL LENS
Project Sponsor: CAPE ANN MUSUEM AND THACHER ISLAND ASSOCIATION**

The Community Preservation Committee recommends that the City Council appropriate \$10,000.00 to the CAPE ANN MUSEUM AND THACHER ISLAND ASSOCIATION for the purpose of preserving an historic asset by repairing and restoring the 'Fresnel Lens' and permanently exhibiting at the museum, located at the Cape Ann Museum, located at, 27 Pleasant Street, Gloucester, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The Fresnel Lens from the south tower of the lighthouse on Thacher Island that served as a beacon for Cape Ann mariners for over 120 years (from 1861 – 1980), will be returned to Gloucester' Cape Ann Museum where it will be restored, preserved and permanently exhibited in a gallery expressly constructed to facilitate viewing by the public, the total cost of which is approximately \$46,790. Standing 10 feet high and weighing over a ton, it will be restored on-site at the Museum by a trained lampist whose on-going work will be viewed by the public. This is a unique collaborative community project with the Thacher Island Association, located in Rockport MA.

PROJECT NO. 4
STERN REBUILD OF THE VESSEL PHYLLIS A.
Project Sponsor: PHYLLIS A. MARINE ASSOCIATION

The Community Preservation Committee recommends that the City Council appropriate \$25,000.00 to the PHYLLIS A. MARINE ASSOCIATION for the purpose of preserving an historic asset by repairing and restoring the stern of the Phyllis A., with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014;
2. An historic preservation easement will be required.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

This project will consist of rebuilding the stern by replacing frames, deck beams, ceiling, decking and planning where necessary, the total cost of which is approximately \$51,000. This is restoration is just another step in the restoration of the Phyllis A. to make her available for tourism and educational purposes.

PROJECT NO. 5
REHABILITATION AND RESTORATION OF FORMER CHRISTIAN SCIENCE CHURCH, 6 WONSON STREET
Project Sponsor: ROCKY NECK ART COLONY, INC.

The Community Preservation Committee recommends that the City Council appropriate \$50,000.00 to the ROCKY NECK ART COLONY, INC. for the purpose of the rehabilitation and restoration of an historic asset by providing exterior restoration, which includes; window repair, gutter and downspout replacement and painting as well as providing handicap accessibility through the installation of a ramp and constructing handicap compliant restrooms at the Rocky Neck Cultural Center located at, 6 Wonson Street, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014;
2. An historic preservation easement will be required.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The Rocky Neck Art Colony has acquired the historic building at 6 Wonson Street to continue operating is as the Cultural Center at Rock Neck. The Art Colony seeks funding for two rehabilitation projects required in order to offer the Cultural Center as a public welcome center, art gallery, educational space and community gathering place. Specifically, funding is sought for 1) a handicapped accessible ramped entrance, two accessible bathrooms, and an interior wheelchair lift, and 2)

exterior restoration which includes window repair, gutter and downspout replacement and painting, the total cost of which is estimated at \$249,375.

PROJECT NO. 6
CITY HALL RESTORATION – REPAIRS/RESTORATION OF AUDITORIUM WINDOWS
Project Sponsor: CITY HALL RESTORATION COMMITTEE

The Community Preservation Committee recommends that the City Council appropriate \$36,000.00 to the CITY HALL RESTORATION COMMITTEE for the purpose of the rehabilitation and restoration of an historic asset by repairing and repairing city hall windows on the second level of City Hall, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The proposed project will continue the restoration of the exterior of City Hall, specifically repairs and restoration of the Kyrouz auditorium windows, the total cost of which is approximately \$264,000. The approved 2010 application of CPA funding to restore the exterior of City Hall included these windows, however, the final project budget necessitated that the repairs of windows south and east elevations be delayed, until other funding is secured.

PROJECT NO. 7
SURVEY AND SAVE THE BRICK CHIMNEY AT THE TARR AND WONSON PAINT MANUFACTORY
Project Sponsor: OCEAN ALLIANCE

The Community Preservation Committee recommends that the City Council appropriate \$30,000 to the OCEAN ALLIANCE, for the purpose of the rehabilitation and restoration of the chimney and accompanying brick building with repointing and stabilization of the Tarr and Wonson Paint Factory chimney, located at the end of Horton Street on the Rocky Neck Peninsula, Gloucester, MA with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014;
2. A historic preservation easement will be required.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The Tarr and Wonson Paint Manufactory is one of the Gloucester's most iconic structures. One of the most visible parts of this structure is the 60 foot chimney stack that fishermen used to navigate home. Funds are needed to inspect, stabilize

and re-point the Paint Factory chimney and the accompanying brick building the total cost of which is approximately \$80,650. At this point in time cracks are appearing in the structure and bricks are coming loose from the chimney which is both a safety hazard and is leading to further deterioration by allowing water into the structure.

PROJECT NO. 8
REHABILITATION AND RESTORATION OF THE BLYNMAN SCHOOLHOUSE
Project Sponsor: MAGNOLIA HISTORICAL SOCIETY

The Community Preservation Committee recommends that the City Council appropriate \$30,000.00 to the MAGNOLIA HISTORICAL SOCIETY for the purpose of the rehabilitation and restoration of an historic asset by upgrading the electrical and the HVAC system, at the former Blyman School, located at 46 Magnolia Avenue, Gloucester, MA with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014;
2. An historic preservation easement will be required.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The Magnolia Historical Society has set a list of priorities to fully restore the historic Blyman Schoolhouse. This project will enable the Magnolia Historical Society Inc. to operate in benefit to all, as the Magnolia Historical Museum and Cultural Center. The renovations include; cupola removal and restoration, roof removal and replacement, new electrical system, new plumbing, insulation, interior wall removal/renewal, new heating/ac system, and hardwood floor restoration, the total cost of which is approximately \$185,000. This new space will enable the Society to protect and exhibit the precious artifact, safeguard the City's historical resources, serve the community with informational and educational events, allow the museum to reside in a historic building that may have otherwise been compromised, afford for greater visibility and handicap accessibility to the public, and allow ample space for community fund raising events.

PROJECT NO. 9
CITY AHLL WPA MURAL RESTORATION PROJECT – PHASE II
Project Sponsor: GLOUCESTER COMMITTEE FOR THE ARTS

The Community Preservation Committee recommends that the City Council appropriate \$35,000.00 to the GLOUCESTER COMMITTEE FOR THE ARTS for the purpose of preserving an historic asset by restoring and repairing the Mulhaupt panels in the hallway of City Hall, Mural in Attorney's office, Mural in auditorium and Mural in Mayor's office reception area with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to restore historic resources.

Project Summary:

The Gloucester Committee for the Arts (GCFA) will continue restoration work on the City Hall's Works Progress Administration (WPA) murals. Following recommendations from a 2010 NEH funded Condition Assessment Report, GCFA has completed restoration of six Charles Allen Winter WPA murals in City Hall. The second phase will include the remaining four WPA murals recommended for restoration in the Condition Assessment report, the total cost of which is approximately \$55,000. Gloucester's WPA murals are historically and culturally significant national treasures, as well as vivid examples of Gloucester's cultural heritage in the arts, civic institutions and the fishing industry. The restoration work is increasing public awareness and appreciation of the murals and ensures that these important art works will be available for future generations.

PROJECT NO. 10

MATTOS FIELD REHABILITATION PROJECT

Project Sponsor: GLOUCESTER DPW, WORKING WITH CAPE ANN WOMEN'S SOFTBALL LEAGUE

The Community Preservation Committee recommends that the City Council appropriate \$10,075.00 to the GLOUCESTER DPW, working with CAPE ANN WOMEN'S SOFTBALL LEAGUE, for the purpose of the rehabilitation of recreational land by repairing and restoring the infield and outfield at Mattos Field, Gloucester, MA by filling and grading, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following conditions:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary:

The purpose of this project is to repair and resurface areas of the infield and outfield to create a safe and competitive playing field for the benefit of the community and the Veteran's School kids, the total cost of which is \$10,075. The work to this field will also greatly improve drainage issues that have plagued the field for many years.

PROJECT NO. 11

GLOUCESTER SKATE PARK REHABILITATION

Project Sponsor: CITY OF GLOUCESTER PUBLIC WORKS

The Community Preservation Committee recommends that the City Council appropriate \$25,000 to the GLOUCESTER PUBLIC WORKS DEPARTMENT for the purpose of rehabilitating and restoring a recreational resource by repairing and enhancing the Skatepark located at the O'Maley Middle School, 32 Cherry Street, Gloucester, MA which will consist of transition areas, new signage, new benches, new recycle/trash containers, lighting upgrades and landscape improvements with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014;

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary:

The skate park at the O'Maley School complex, built in the 1990's is in need of a facelift. The fence is rusted and falling apart, the transition areas onto the structures need to be re-done, they are a safety issue, several of the structures are starting to crack and should be replaced, signage has either been vandalized or stolen, and there is no place for parents to sit and watch their children skate board. The park is slowly becoming an unsafe area for skate boarding. The plan is to repair the transition areas, provide new signage and benches, new recycle/trash containers, lighting upgrade, landscape improvements and remove the existing fencing, the total cost of which is approximately \$25,000.

PROJECT NO. 12

STAGE FORT PARK – A WALKING PATH

Project Sponsor: GEORGE H. ROARK AND SUSANNAH WOLFE (FRIENDS OF STAGE FORT PARK)

The Community Preservation Committee recommends that the City Council appropriate \$4,000.00 to the GLOUCESTER DPW WORKING WITH GEORGE ROARK AND SUSANNAH WOLFE FOR THE STAGE FORT PARK WALKING PATH for the purpose of the rehabilitation and restoration of recreational land by repairing and resurfacing a gravel path approximately 325 ft. X 10 ft. from the green gate at the visitor's center on the left side, to the intersecting paths towards the fort and ocean, at Stage Fort Park, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary:

The project consists of restoring the gravel path (approximately 325 ft X 10 ft) from the green gate to the left of the visitor's Center at Stage Fort Park, to the intersecting paths towards the fort and ocean, the total cost of which is approximately \$5,100. This will provide a safe travel path through a heavily traveled area of the park.

PROJECT NO. 13

HODGKINS COVE PUBLIC LANDING

Project Sponsor: GLOUCESTER WATERWAYS BOARD/HARBORMASTER

The Community Preservation Committee recommends that the City Council appropriate \$8,000.00 to GLOUCESTER WATERWAYS BOARD for the purpose of the rehabilitation and restoration of recreational land by clearing over grown area and provide seating/viewing and parking areas at Hodgkins Cove Town Landing, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary:

The project consists of clearing over grown area of invasive species, spreading loam and reseeding, planting with native plants, installing benches for viewing and creating a small parking area and installing fencing and signage, the total cost of which is approximately \$16,873.

**PROJECT NO. 14
LOBSTER COVE PUBLIC LANDING
Project Sponsor: GLOUCESTER WATERWAYS BOARD/HARBORMASTER**

The Community Preservation Committee recommends that the City Council appropriate \$5,000.00 to GLOUCESTER WATERWAYS BOARD for the purpose of the rehabilitation and restoration of recreational land by clearing the overgrown areas and to provide seating/viewing area located at LOBSTER COVE PUBLIC LANDING, Gloucester, MA, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary:

Project consists of clearing area of invasive vines, installing granite steps and granite benches and planting with native species, the total cost of which is approximately \$5,020.

**PROJECT NO. 15
MAGNOLIA BIKE PARK
Project Sponsor: MAGNOLIA BIKE CLUB**

The Community Preservation Committee recommends that the City Council appropriate \$5,000.00 to MAGNOLIA BIKE CLUB working with the Gloucester DPW for the purpose of obtaining technical assistance to aide in the planning, location, design, permitting and cost analysis of the proposed 'Pump Track' at the Magnolia Woods field, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to create recreational open space.

Project Summary:

The project consists of building a bicycle track known as a "pump track" in the area of the Magnolia Woods on Route 127. A pump track is a continuous loop that you can ride without pedaling. The rider gains speed by "pumping" rollers and berms much like how you gain momentum on a swing. Most pump tracks are roughly oval, with cross-over lines. A few contain small jumps, but the best use steep berms and smooth rollers to build speed. The Club has identified the Magnolia Woods at the far end of the drive, in the far rear end of the complex as an ideal site for such a track. The track would be approximately 175 feet by 80 feet. There would be a perimeter of fence surrounding the track area. The total cost would be over \$25,000.

**PROJECT NO. 16
GLOUCESTER DOG PARK
Project Sponsor: FRIENDS OF GLOUCESTER DOG PARK**

The Community Preservation Committee recommends that the City Council appropriate \$15,000 to the FRIENDS OF GLOUCESTER DOG PARK for the purpose of creating recreational space for an agility center for dogs which, includes adding a section of fence, gate and some outdoor agility equipment, at the Dog Park located at Stage Fort Park with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be December 31, 2014.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary:

The Gloucester Dog Park opened in May of this year which consists of two acres of rehabilitated land at Stage Fort Park. Additional funding is needed to enhance the park with agility equipment within the fenced dog park. Agility courses are very useful for developing dogs' physical and cerebral abilities and are quite popular with dog owners and dogs alike. New agility equipment, fencing and footing materials will be installed, the total cost of which is approximately \$15,000.

**PROJECT NO. 17
NORCROSS PROPERTY ACQUISITION
Project Sponsor: ESSEX COUNTY GREENBELT ASSOCIATION**

The Community Preservation Committee recommends that the City Council appropriate \$100,000 to the ESSEX COUNTY GREENBELT for the purpose of preserving the Norcross property, located at Concord Street and Route 128, Gloucester, MA, by protecting the property from development as well as to enhance, expand and improve access and parking for the adjacent 300 acre Tompson Street Reservation, with the following conditions:

Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester and the applicant; said agreement shall be in a form acceptable to the Community Preservation Committee and will include, among other provisions governing the use of the award, the following:

1. The expiration of the Award shall be May 31, 2014;
2. A Conservation Restriction will be required.

The Community Preservation Act spending purpose for this appropriation is to preserve open space.

Project Summary:

Essex County Greenbelt proposes to acquire and preserve a 10.3 acre property for \$200,000, the total project cost being approximately \$225,000. Greenbelt will own the property and convey a permanent Conservation Restriction to the City of Gloucester. The property, located on Concord Street in West Gloucester, directly abuts Greenbelt's 300 acre Tompson Street Reservation and serves as *de facto* access point via an existing trail. A 19th century carriage road, granite retaining walls, second growth hardwood forest, riparian corridor, granite outcroppings and a large wetland area compose the majority of the property. The un-named brook which forms the northern boundary of the property flows in the Little River and then into the Annisquam River, which ultimately flows into the Ipswich Bay and Gloucester Harbor. Without the purchase and conservation restriction of this parcel, there is a significant risk that the lot could be immediately developed and its value as open space would be lost forever.

Community Preservation Criteria

General Evaluation Criteria

1	Eligible for Community Preservation Act Funding	
2	Consistent with various plans which are relevant to and utilized by the City regarding open space, recreation, historic resources and affordable housing	
3	Preserve and enhance the essential character of Gloucester	
4	Protect resources that would otherwise be threatened	
5	Serve more than one CPA purpose or demonstrate why serving multiple needs is not feasible	
6	Demonstrate practicality and feasibility, and that the project can be implemented within budget/ on schedule	
7	Produce an advantageous cost/benefit value	
8	Leverage additional public and/or private funds or receive partial funding from other sources and/or voluntary contributions of goods and services	
9	Preserve or improve city owned assets	
10	Receive endorsement from other municipal boards or departments and broad-based support from community members	

Open Space Criteria

1	Permanently protect important wildlife habitat, particularly areas that include: locally significant biodiversity; variety of habitats with a diversity of geologic features and types of vegetation; endangered habitat or species of plant or animal	
2	Preserve active agricultural use	
3	Provide opportunities for passive recreation and environmental education	
4	Protect or enhance wildlife corridors, promote connectivity of habitat or prevent fragmentation of habitats	
5	Provide connections with existing trails or protected open space	
6	Acquire land or easements for potential trail linkages	
7	Preserve scenic and historic views	
8	Border a scenic road	
9	Protect drinking water quantity and quality	
10	Provide flood control/storage	
11	Preserve and protect important surface water bodies, including streams, wetlands, vernal pools, riparian zones or Areas of Critical Environmental Concern (ACEC)	
12	Buffer protected open space, or historic resources	

Historic Preservation Evaluation Criteria

1	Protect, preserve, enhance, restore and/or rehabilitate historical, cultural, architectural or archaeological resources of significance, especially those that are threatened	
2	Protect, preserve, enhance, restore and/or rehabilitate city-owned properties, features or resources of historical significance	
3	Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site	
4	Demonstrate a public benefit	
5	Ability to provide permanent protection for the historic resource	

Community Housing Evaluation Criteria

1	Contribute to the goal of 10% affordability as defined by chapter 40B of the Massachusetts General Laws	
2	Promote a socioeconomic environment that encourages a diversity of incomes	
3	Provide housing that is harmonious in design and scale with the surrounding community	
4	Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B	
5	Ensure long-term affordability	
6	Address the needs of range of qualified household, including very low, low, and low-to-moderate income families and individuals	
7	Provide affordable rental and affordable ownership opportunities	
8	Promote use of existing buildings or construction on previously-developed or city-owned sites	

Public Recreation Evaluation Criteria

1	Addresses a need or objective identified in a City plan	
2	Serves a significant number of residents	
3	Preserves and expands the range of recreational opportunities available to city residents of all ages and abilities, including those at-risk of obesity as identified through the Get Fit Gloucester! Community Action Plan	
4	Promotes recreational activities	
5	Maximizes the utility of land already owned by city	
6	Promotes the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities	
7	Preserves and enhances the natural habitat functions and values of open space for wildlife	



ESSEX NATIONAL HERITAGE COMMISSION

221 Essex Street • Suite 41 • Salem, MA 01970
978.740.0444 tel ~ 978.744.6473 fax
www.essexheritage.org

July 3, 2013

Ms. Kathie Gilson
3 Becker Circle
Gloucester, MA 01930

Dear Kathie:

Thank you for submitting a 2013 ENHC Visitor Center Grant request to the Essex National Heritage Commission. The City of Gloucester Visitor Center will be receiving a grant of \$2,650, which will be awarded in two disbursements.

We have enclosed the City of Gloucester Visitor Center Grant Contract and Certification Document (Attachment A) for your signature. Please read the contract carefully, sign and return it to ENHC as soon as possible along with the signed Certification Document (Attachment A). Please note that the contract incorporates Attachment B, your previously signed Memorandum of Understanding.

The City of Gloucester Visitor Center will receive their first disbursement check after we have received your actual year end numbers for the most recently ended fiscal year. The second disbursement will be mailed in September after your visitation and volunteer numbers are received.

Thank you for participating in the 2013 ENHC Visitor Center Grant Program. If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Debbie".

Debbie Forman
Financial Assistant
(978) 740-0444

Enclosures



ESSEX NATIONAL
HERITAGE AREA

ENHC VISITOR CENTER GRANT CONTRACT
State and local governments and their agencies

This contract is made on, _____ 2013, between the Essex National
(Date)

Heritage Commission (ENHC), a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, 221 Essex Street, Salem, Massachusetts and

City of Gloucester Visitor Center
(Name of recipient organization)

a government agency
(Definition of type of organization)

of 22 Poplar Street, City/Town of Gloucester, Massachusetts.
(Address)

For valuable consideration, the parties agree as follows:

To extend/maintain hours of operation and provide by the 10th of each month visitation figures for the previous month for the months the visitor center is open. The granting of these funds ensures the placement of ENHC collateral materials at the center as well as all other provisions of the Memorandum of Understanding incorporated here as Attachment B.

The amount of the ENHA Visitor Center Grant is \$2,650.00.

The project will begin in May 2013 and be completed in October 2013.
(date) (date)

The project will be active during all months that the visitor center is open. Failure to commence or complete project during these months will constitute a breach of this agreement and the grant will be forfeited.

Deliverables for the project to be submitted to the ENHC will include the following:

Deliverable:

Date submitted to ENHC:

Monthly visitation figures for the months the visitor center is open

10th of each following month

Monthly volunteer figures for the months the visitor center is open

10th of each following month

PAYMENT:

After signature of contract and submission and approval of written documentation of matching funds, payment will be made in two equal installments.

PUBLICITY:

- The Grantee shall display in a highly visible location a funding acknowledgement statement to be supplied by Essex Heritage. The statement is preferably placed in close proximity to the Grantee's publicly accessible supply of regional visitor information materials.
- All promotional materials (print, video, web) funded by the grant, in whole or in part, shall include the Essex National Heritage Area logo on the front with the text "this project is funded, in part, by a grant from the Essex National Heritage Commission."
- The Essex National Heritage Commission shall be acknowledged in all press releases and similar communications.
- The Grantee shall actively promote the annual Essex Heritage Trails & Sails weekends by distributing the printed brochure, displaying the poster, and including notice of the event in all appropriate communications.

NOTE: All of the following contract requirements are per Agreement between the National Park Service and the Essex National Heritage Commission, Inc.

ARTICLE I. PRIOR APPROVAL

Post award changes in budgets and projects shall require prior written approval of the ENHC if any of the following apply:

1. Any revision of the scope or objectives of the project.
2. Any substantial revisions to the project budget.
3. Any changes to key personnel.
4. Any extension of the grant period.

ARTICLE II. TERMINATION

While it is the express intent of both parties that the activities described under this agreement continue uninterrupted, this agreement may be terminated or suspended in accordance with the provisions set forth with 43CFR Part 12 which provides as follows:

Awards to state and local governments may be terminated in whole or in part only as follows:

1. By the awarding agency with the consent of the grantee or sub grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
2. By the grantee or sub grantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to

be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety.

ARTICLE III. GENERAL AND SPECIAL PROVISIONS

A. GENERAL PROVISIONS

1. This agreement shall be subject to the following provisions, which are incorporated herein by reference:
 - a. If the cooperator is an agency of a **state or local government**:
 - i. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - and
 - ii. OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations"
 - and
 - iii. OMB Circular A-87, "Cost Principles for State and Local Governments".
 - b. If the cooperator is an **institution of higher education, hospital, and/or other nonprofit organization**:
 - i. OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations"
 - and
 - ii. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"
 - and
 - iii. OMB Circular A-21, "Cost Principles for Educational Institutions"
 - or
 - iv. OMB Circular A-122, "Cost Principles for Nonprofit Organizations".
2. Additional Provisions that apply to all cooperators include:
 - a. 43 CFR Part 12 including
 - (1) Applicability of various OMB circulars
 - (2) Administrative requirements
 - (3) Government Debarment and Suspension
 - (4) Drug-Free Workplace Requirements
 - (5) Buy American Requirements for Assistance Programs (found in Subpart E and re-authorized via PL 104-134, Section 307 [signed April 26, 1996])
 - b. 43 CFR Part 18, Restrictions on Lobbying Disclosure Requirements

- c. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements, 505 DM 3.1 - 3.5C(1)(A) or 5.1 - 5.6E(1), as appropriate.
 - d. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12.
 - e. Non-discrimination Requirements. All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 CFR 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC Section 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC Section 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC Section 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicap, religion or sex in providing for facilities and service to the public.
3. The following certifications are required in accordance with the above provisions and are attached hereto and made a part of this agreement (the attached pages must be filled out, signed as appropriate, and returned with the signed contract):
- a. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Attachment A, DI-2010, 3 pages). Note various segments and alternatives: Part A should be prepared by each partner plus Part B by any "Lower Tiered Party" (sub-contractors, sub-consultants, NOT employees) to this agreement; Part C, if other than an individual or Part D, if an individual; plus Part E for all agreements which will exceed \$100,000 Federal assistance.

B. SPECIAL PROVISIONS

1. Public Information

The grant recipient and the Commission recognize and support each party's requirements to develop appropriate materials and programs to inform the public. All parties agree:

- a. The grant recipient shall include the ENHC key official in notifications, mailings, meeting announcements and other programs of public information.
- b. The Commission and the grant recipient shall review collaboratively drafts and final copies of materials produced in partnership prior to distribution and will refer in publications to the opinions or positions of another party only upon prior approval. Such documents shall give due credit to all parties.

2. Direct Benefit Clause

No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from, unless the share or part or benefit is for the general benefit of a corporation or company.

3. Anti-Lobbying Clause

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by the Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or

otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

4. Indemnification

This Agreement is in consideration of and upon the express condition that the Commission, the National Park Service, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of the grant recipient or third parties, from any cause(s) whatsoever arising from any act or omission undertaken pursuant to their Agreement, and that the grant recipient hereby covenants and agrees to release, indemnify, defend save and hold harmless the Commission, the National Park Service, its agents and employees from all such liabilities, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims suits or losses however occurring or damages arising out of the same.

5. Insurance and Related Liability

The grant recipient accepts responsibility for any property damage, injury, or death caused by the acts or omissions of their employees, acting within the scope of their employment, to the fullest extent permitted by law. To the extent work is to be provided by a nongovernmental entities or persons, the grant recipient will require that entity or person to:

- a. Procure and maintain during the term of the agreement, insurance in a form satisfactory to the Commission and by an insurance company acceptable to the Commission. The policies shall name the National Park Service as an additional insured, shall specify that the primary insured shall have no right of subrogation against the National Park Service for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the primary insured's sole risk. The amounts of the insurance shall not be less than as follows:
 - (1) Workman's Compensation and Employer's Liability Insurance: Compliance with applicable Federal and State worker's compensation and occupational disease statutes shall be required. Employer's liability coverage in the minimum amount established by state law.
 - (2) General Liability Insurance: General liability insurance in the minimum amount of one million dollars (\$1,000,000) per person for any one claim and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident.
 - (3) Automobile Liability Insurance: This insurance shall be required on the comprehensive form of the policy and shall provide for bodily injury and property damage liability covering the operation of all licensed motor vehicles used in connection with performing

the agreement. The minimum limits of two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence of property damage shall be required.

- b. Pay the National Park Service the full value for all damages to the lands to other property of the National Park Service caused by such person or organization, its representatives, or employees; and
 - c. Indemnify, save and hold harmless, and defend the National Park Service against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.
6. Modification

No modification of this contract will be effective unless it is in writing and is signed by both parties. This contract binds and benefits both parties and any successors. This document, including any attachments, is the entire agreement between both parties. The laws of the Commonwealth of Massachusetts govern this contract.

ARTICLE IV. NOTICES; COMMUNICATIONS

All notices and communications in writing required or permitted hereunder shall be delivered personally to the respective representatives of the ENHC, or shall be mailed or faxed.

To the ENHC: Essex National Heritage Commission, 221 Essex Street, Suite 41, Salem, MA 01970
Tel: 978-740-0444 Fax: 978-744-6473 Email: debbief@essexheritage.org

ARTICLE V. ATTACHMENTS AND APPENDICES

This agreement shall be subject to the following appendices, which are attached hereto and incorporated herewith by reference, except as amended or waived by joint agreement:

1. Attachment A - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying, DI-2010 (3 pages).
2. Attachment B – Memorandum of Understanding
3. Appendix A – Contract Provisions

ENHC VISITOR CENTER GRANT CONTRACT

JAMES A. DUGGAN



(Name of recipient organization representative) CHIEF ADMINISTRATIVE OFFICER 7/25/13
(Title) (Date)



(Signature)

Annie C. Harris CEO
(Name of ENHC representative) (Title) (Date)

(Signature)

A copy of the complete documentation for the
Essex National Heritage Commission 2013
ENHC Visitor Center Grant is on file in the City
Clerk's office.



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

Chief Leonard Campanello
(978)281-9775

Memorandum

July 23, 2013

To: Mayor Carolyn Kirk

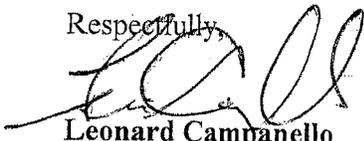
From: Chief Leonard Campanello

RE: FY 2014 STATE 911 Department Support and Incentive Grant

Mayor,

The City of Gloucester has been awarded a FY14 PSAP Support and Incentive Grant, based on our approved application. We have previously been in front City Council for approval to apply for this grant. I would request that this Grant be submitted for approval to accept at this time.

Respectfully,


Leonard Campanello
Chief of Police



City of Gloucester
Grant Application and Check List

Granting Authority: State Federal Other

Name of Grant: FY14 Support & Incentive Grant

Department Applying for Grant: Police

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

Object of the application: Provides funding for E911 salaries/overtime/equipment

Any match requirements: None

Mayor's approval to proceed: *[Signature]* 6/5/13
Signature Date

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

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

City Council's Approval or Rejection: _____
Vote Date

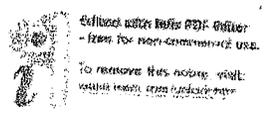
City Clerk's Certification of Vote to City Auditor: _____
Certification Date

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

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

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

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.

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Police

ACCOUNT NAME: FY14 State E911 Salaries/Support Incentive

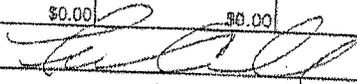
FUND NUMBER AND NAME: (N/A FOR NEW FUND) N/A

CFDA # (Required for Federal Grants): _____

DATE PREPARED: 6/3/13

OBJECT	ORIGINAL BUDGET	APPROVED		REVISED BUDGET
		AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	
REVENUE (4 _____)				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (6 _____)				
Sal/Wages	\$35,795			\$0.00
				\$0.00
Equipment	\$26,000			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$61,795	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE _____



DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____

FORM: AUDIT ACCOUNT BUDGET - V1

State 911 Department Grant Application Checklist

Checklist:

- Signed and Dated PSAP and RECC Support and Incentive Grants Application Page
- Completed Budget Summary Page
- Completed Budget Narrative

Personnel: include name(s), hourly rate(s), and overtime rate(s)

HVAC: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

CAD: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Radio Console: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Console Furniture/Chairs: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Fire Alarm Receiving & Alerting Equipment: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Other Equipment: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Regional PSAPs and RECCs only:

Public Safety Radio Systems: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

Regional Secondary PSAPs only:

CPE Maintenance: Provide detailed narrative to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor).

- Completed Authorized Signatory Listing Page
- Completed and Notarized Proof of Authentication of Signature Page
- Signed and Dated Standard Contract Page
- Provide Original and Three (3) Copies

Type of PSAP: (please check one)
 Primary Regional Regional Secondary
 Regional Emergency Communication Center

1. Name of Applicant
Address: City of Gloucester Police Department
197 Main Street
City/Town/Zip: Gloucester, MA 01930
Telephone Number: 978-281-9775
Fax Number: 978-282-3026
Website:

2. Name/Title of Authorized Signatory
Name/Title: Chief Leonard Campanello
Address (if different from above):
Telephone Number:
Fax Number:
Email Address: lcampanello@gloucester-ma.gov

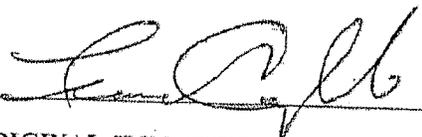
3. Contact Name/Title for Grant Questions
Name/Title: Stacie Couture Financial Coordinator
Telephone Number: 978-281-9775 ext. 2
Fax Number: 978-282-3026
Email Address: scouture@gloucester-ma.gov

4. Total Grant Program funds requested. \$61,795.00

5. Goal and Desired Outcome
Through its submission of this application to the State 911 Department, the applying governmental entity affirms that the primary goal of the State 911 Department PSAP and RECC Support and Incentive Grant Program is to assist PSAPs and RECCs in providing enhanced 911 service and to foster the development of regional PSAPs, regional secondary PSAPs and RECCs.

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

Signed under the penalties of perjury this 36th day of May, 2013


ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY
(in blue ink)

FY 2014

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECC	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$35,795
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$26,000
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$
TOTAL*	\$ 61,795

*Total amount must exactly match amount requested on application page

**PRIMARY PSAP, REGIONAL PSAP, REGIONAL SECONDARY PSAP, & RECC
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. For personnel costs, please note for each individual to be funded, the anticipated hourly rate, cost of benefits if applicable, and anticipated overtime rate if applicable. Please use additional pages if needed.

A. **Enhanced 911 Telecommunicator Personnel Costs** - to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2014 State 911 Department Training Grant. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer's salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

A. Personnel costs - List Certified Enhanced 911 Telecommunicators or Personnel in the Process of Obtaining Certification as an Enhanced 911 Telecommunicator

Last Name, First Name	Regular Pay Rate	Overtime Pay Rate
Aberle, Josiah	\$26.95	\$40.43
Adelfio, Vincent	\$26.95	\$48.51
Atello, Brian	\$26.95	\$48.51
Alves, Clifford	\$26.95	\$50.53
Balbo, Joseph	\$24.69	\$44.44
Bouchie, Shawn	\$26.95	\$40.43
Brosnan, Jill	\$26.95	\$48.51
Cahill, William	\$26.95	\$50.53
Carr, George	\$26.95	\$48.51
Catarino, Joseph	\$26.95	\$50.53
Cecilio, Marc	\$26.95	\$50.53
Cherry, Peter	\$26.95	\$40.43
Chipperini, Brendan	\$26.95	\$40.43
Ciolino, Jerome	\$26.95	\$44.47
Connors, Sean	\$26.95	\$44.47
Crowley, Brian	\$24.69	\$37.04
Duffany, Scott	\$26.95	\$40.43
Duwart, Carlton	\$26.95	\$40.43

FY 2014

Fialho, Heidi	\$24.69	\$44.44
Footo, Mark	\$26.95	\$40.43
Frates, Christopher	\$26.95	\$50.53
Genovese, Christopher	\$26.95	\$44.47
Giacalone, Anthony	\$26.95	\$40.43
Hicks, Kevin	\$26.95	\$44.47
Johnsen, Robert	\$26.95	\$44.47
Knickle, Andrew	\$26.95	\$44.47
Lamberis, Stephen	\$26.95	\$50.53
Liacos, Christopher	\$26.95	\$44.47
Mackey, Kevin	\$26.95	\$48.51
Mizzoni, Steven	\$26.95	\$44.47
Moseley, Heath	\$26.95	\$40.43
Muise, Kevin	\$26.95	\$44.47
Nicastro, Jeremiah	\$26.95	\$44.47
Officer, James	\$26.95	\$50.53
O'Leary, Timothy	\$26.95	\$40.43
Palazola, Robert	\$26.95	\$48.51
Parady, Joseph	\$26.95	\$44.47
Piscitello, Ronald	\$26.95	\$44.47
Quinn, Michael	\$26.95	\$50.53
Quinn, Thomas	\$26.95	\$50.53
Sargent, Wayne	\$26.95	\$50.53
Scola, Michael	\$26.95	\$48.51
Simoes, Troy	\$26.95	\$40.43
Stuart, Leon	\$26.95	\$40.43
Sutera, Peter	\$26.95	\$48.51
Trefry, Jonathan	\$26.95	\$48.51
Personnel in the Process of Obtaining Certification as an Enhanced 911 Telecommunicator		

Please use additional pages if needed. Please mark with letter A.

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Environmental control equipment

Description:

Vendor:

Attach Quote

Total Category B

\$ _____

C. Computer-aided Dispatch Systems – to defray costs associated with the purchase, installation, replacement, maintenance and/or upgrade of CAD hardware and software used by emergency communication dispatchers, call takers, and 911 operators in primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to initiate public safety calls for service and dispatch, and to maintain the status of responding resources in the field. Funds may be used for mobile devices that are linked to a CAD system. Primary PSAPs may not use funding for records management systems, whether or not part of a CAD system. Regional PSAPs and RECCs may apply for funding for records management systems.

C. Computer-aided dispatch systems

Description: Contract (July 1, 2013 to December 31, 2013) with Delphi Technology Solutions, Inc. 4 Plymouth Avenue, Wilmington, MA. For IT support directly related to "enhance and maintain computer aided Dispatch Systems through current and developing Dispatch related technology needs".

Vendor: Delphi Technology Solutions, Inc.
4 Plymouth Ave.
Wilmington, MA

Attach Quote

Total Category C

\$26,000

D. **Radio Consoles** - to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of radio consoles to be used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such radio consoles used in the physical space used for the provision of enhanced 911 service. All radio systems shall comply with BOPSS Statewide Interoperability Emergency Communications ("SIEC") guidelines. The State 911 Department will submit requests for such funding to the Statewide Interoperability Coordinator ("SWIC") for review and confirmation that the requested item(s) comply with the SIEC guidelines. Questions relating to the SIEC guidelines should be directed to the SWIC, Steve Staffier, who can be reached by email at steve.staffier@state.ma.us and by telephone at 508-820-2022.

D. Radio console

Description:

Vendor:

Attach Quote

Total Category D

\$ _____

E. **Console Furniture and Dispatcher Chairs** - to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of console furniture and dispatcher chairs necessary for enhanced 911 telecommunicators working at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to perform their jobs effectively and in an ergonomically appropriate manner. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such console furniture and dispatcher chairs, including shelving, storage cabinets, and rotary resource files, used in the physical space used for the provision of enhanced 911 service.

E. Console furniture and dispatcher chairs

Description:

Vendor:

Attach Quote

Total Category E

\$ _____

F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, maintenance, and/or update of fire alarm receiving and alerting equipment used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Funding may be used to purchase, install, replace, maintain, and/or update systems used by such PSAPs to alert remote station personnel of emergency responses, including hardware and components installed within remote station locations. Funding for street or structure based cable or radio fire alarm boxes and related hardware is not permitted.

F. Fire alarm receiving and alerting equipment

Description:

Vendor:

Attach Quote

Total Category F

\$ _____

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, and/or maintenance of other equipment used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation. Funding may be used for, but is not limited to: support technology (such as printers, headsets, and call recorders); supplies (such as disc and printer cartridges); hardware and support costs (excluding monthly recurring telephone service costs) for telephones; acoustic wall coverings; ESD-resistant flooring; lighting; and security equipment used for securing access to the PSAP to prevent entry by the public or unauthorized personnel.

G. Other equipment

Description:

Vendor:

Attach Quote

Total Category G

\$ _____

**REGIONAL PSAP & RECC ONLY
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. Please use additional pages if needed.

H. Regional PSAPs and RECCs ONLY:

Public Safety Radio Systems – to defray costs associated with the acquisition and maintenance of radio systems (including circuit costs for connectivity) used for police, fire, emergency medical services, and/or emergency management communications. Only Regional PSAPs and RECCs are eligible for funding in this category. All radio systems shall comply with EOPSS Statewide Interoperability Emergency Communications (“SIEC”) guidelines. The State 911 Department will submit requests for such funding to the Statewide Interoperability Coordinator (“SWIC”) for review and confirmation that the requested item(s) comply with the SIEC guidelines. Questions relating to the SIEC guidelines should be directed to the SWIC, Steve Staffier, who can be reached by email at steve.staffier@state.ma.us and by telephone at 508-820-2022.

Description:

Vendor:

Attach Quote

Total Category H

\$ _____

All goods and/or services must be received on or before June 30, 2014 to be eligible for reimbursement under the Fiscal Year 2014 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.

**REGIONAL SECONDARY PSAP ONLY
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative.

I. Regional Secondary PSAPs ONLY:

Regional Secondary PSAP 911 Customer Premises Equipment Maintenance – to defray costs associated with maintaining PSAP 911 customer premises equipment. ONLY regional secondary PSAPs are eligible for funding in this category. (The Department assumes the responsibility of all costs for maintenance of CPE at all primary PSAPs and regional PSAPs and RECCs). Note: Regional Secondary PSAPs are eligible for the purchase, installation and/or upgrade of CPE equipment under the State 911 Department Regional PSAP and Regional Secondary PSAP and RECC Development Grant.

Description:

Vendor:

Attach Quote

Total Category I

\$ _____

All goods and/or services must be received on or before June 30, 2014 to be eligible for reimbursement under the Fiscal Year 2014 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Chief Leonard Campanello	Police Chief

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 5/30/13

Title: Police Chief

Telephone: 978-281-9775

Fax: 978-282-3026

Email: lcampanello@gloucester-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.3

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X *[Handwritten Signature]*

Signature as it will appear on contract or other document (Complete only in presence of notary):

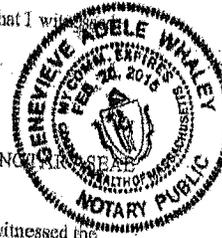
AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

ESSEX COUNTY, MASSACHUSETTS

I, *Genevieve Adele Whaley* (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

May 30, 20*13*

My commission expires on: *February 20, 2015*



AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20____

AFFIX CORPORATE SEAL

3 This form is required for this grant program.



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



DEVAL L. PATRICK
Governor

ANDREA J. CABRAL
Secretary of Public Safety
and Security

FRANK POZNIAK
Executive Director

July 23, 2013

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

Dear Chief Campanello,

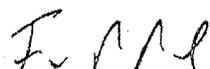
The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2014 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **July 23, 2013** and will run through June 30, 2014. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2014.

Reimbursement requests should be submitted to the Department **within thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before **May 15, 2014**.

Sincerely,


Frank P. Pozniak
Executive Director

cc: FY 2014 Support and Incentive Grant File

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM.

FY 2014



CONTRACTOR LEGAL NAME: <u>City of Gloucester</u>		COMMONWEALTH DEPARTMENT NAME: State 911 Department	
(and d/b/a): Gloucester - Police Dept		MMARS Department Code: EPS	
Legal Address: (W-9, W-4, T&C): <u>9 Dale Ave. Gloucester, MA 01930</u>		Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02780	
Contract Manager: Chief Leonard Campanello		Billing Address (if different):	
E-Mail: <u>lcampanello@gloucester-ma.gov</u>		Contract Manager: Marilyn Godfrey	
Phone: 978-281-9775	Fax: 978-282-3026	E-Mail: 911DeptGrants@state.ma.us	
Contractor Vendor Code: <u>VCL600192096</u>		Phone: 508-821-7299	Fax: 508-828-2585
Vendor Code Address ID (e.g. "AD001"): <u>AD021</u>		MMARS Doc ID(s): CT SUPG	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: FY2014 SUPG	
<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><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.)</p> <p><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). \$61,795</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal 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 Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2014 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><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>.</p> <p><input checked="" type="checkbox"/> 2. may be incurred as of <u>7/23/13</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>.</p> <p><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.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2014</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.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications 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 made using the process outlined in <u>801 CMR 21.02</u>, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: <u>[Signature]</u> Date: <u>5/30/13</u></p> <p>(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>LEONARDO CAMPANELLO</u></p> <p>Print Title: <u>CHIEF OF POLICE</u></p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: <u>[Signature]</u> Date: <u>7/23/13</u></p> <p>(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Frank Pozniak</u></p> <p>Print Title: <u>Executive Director</u></p>	



Delphi
Technology Solutions

Network Administration and Maintenance Agreement

The Client:

Gloucester Police Department
197 Main Street
Gloucester, MA 01930

Contact Information:

Contact Name:	Chief Campanello
Contact Phone:	(978)283-1212
Contact Email:	icampanello@gloucester-ma.gov

Confidentiality

The information put forth in this document shall not be disclosed outside of the intended organization listed above and shall not be duplicated, used or disclosed in whole or in part without the express permission of Delphi or The Client.

Statement of Work

This Statement of Work (SOW) defines the scope of work to be performed by Delphi Technology Solutions, Inc. or its assignees under the terms and conditions of Delphi *and The Client*. This SOW defines the tasks, provides an estimated schedule, and explains the responsibilities of both Delphi and The Client.

General Assumptions

Estimates included in this SOW are based upon certain key assumptions. The following General Assumptions are standard to each SOW. An additional section entitled Project Specific Assumptions appears later in this document. Any deviations to these General Assumptions and/or Project Specific Assumptions that arise during the proposed project will be managed according to the procedures described in the Project Change Control Procedure.

Hardware/Software

Hardware and Software components are not included in this SOW, except where otherwise indicated.

Service Periods

Delphi will provide services during standard business hours, 8:30AM to 5:00PM, Monday through Friday. Services performed outside of the standard service hours will be considered 'non-standard' hours, and will be performed only at the request of the client. These hours will be billed at 1.5 times the standard hourly rate.

Any additional professional services required outside of this agreement will be billed on a time and material basis and must be mutually agreed upon by Delphi and The Client.

Scope of Services

Delphi will provide qualified network administrators and consultants to work with the client's staff members to administer and maintain the network infrastructure as it relates to any Computer Assisted Dispatch (CAD) systems as directed by the Client.

Delphi Technology Solutions is not responsible for hardware or software that is not related to providing network infrastructure. Examples include financial software, payroll software, everyday use applications like word processors, non-functioning peripherals and the like.

Delphi Technology Solutions will make every effort to assist with hardware and software that are not related to network infrastructure, however, the support of this hardware or software lies primarily with the manufacturer. At the request of the client, Delphi will work on its own or with the manufacturer in order to resolve issues with these items or assist employees with use of these items. In all cases, Delphi's usual charges will apply.

Delphi Technology Solutions, Inc. Responsibilities

Delphi will:

Complete network administration, maintenance and troubleshooting tasks and projects as directed by the designee of the client. Tasks completed as time allows within the monthly, pre-scheduled maintenance agreement hours.

Client Responsibilities

The Client agrees to designate a representative who will be the focal point for all communication with us relative to this Statement of Work and:

1. Will have the authority to act on The Client's behalf in matters regarding this Statement of Work
2. Provide suitable workspace with telephone, e-mail and internet access for our consultants while working on your premises
3. Provide access to servers and workstations during the hours we agree upon
4. Provide the consultant the user ID parameters, passwords and other related information which is required to enable us to complete this service
5. Provide suitable and sufficient storage media for the protection of the programs and others tasks that the Delphi consultants will be working on

6. Provide client staff members to test the implementation and provide a statement that the implementation works as outlined in this statement of work.

Purchase Order Line Items

In order to facilitate timely invoicing, Delphi recommends that the Purchase Order for this account show the following line items at a minimum:

- 1) Professional Services per hour (or project based) as indicated above
- 2) Other out-of-pocket expenses to be billed only if incurred.

Usual Charges

Delphi will invoice the client on an hourly basis for those professional services performed/products supplied under this Statement of Work.

All support calls to Microsoft or any other company are billed to The Client at actual cost.

The professional charges for this consulting engagement are:

\$125.00/hour for each Delphi consultant for on-site work during the agreed pre-scheduled maintenance hours.

\$125.00/hour for each Delphi consultant for any on-site work during standard hours that are not part of the weekly, pre-scheduled maintenance hours.

\$187.50/hour for each Delphi consultant for any on-site work during non-standard hours.

\$95.00/hour for any Delphi consultant engaged in telephone technical support.

Minimum onsite billable time is 1 hour. Minimum remote billable time is 0.5 hour.

Payment Terms

This agreement will be invoiced in two installments at \$13,000.00 per invoice. Standard 15 day net terms apply to each invoice. The total cost outlined in this statement of work is \$26,000.

Project Change Control Procedure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
2. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes

beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Employee – Non-Compete

During the duration of this Statement of work, neither party will approach or engage in activities to recruit employees, sub-contractors or others involved in this activity by either company. In the event that an individual is approached and employed by the other party, a damages fee of six months (6) salary will be paid to the injured company.

Schedule

Prescheduled maintenance hours shall be determined by the Client and Delphi. The actual day of the week and time of day when services will be rendered will be mutually agreed upon by Delphi Technology Solutions and the Client at the time of contract execution. Modifications to this maintenance schedule shall be mutually agreed to in advance by the Delphi Project Manager or consultant and the client.

Scheduling or services provided outside the above maintenance hours shall be mutually agreed to in advance by the Delphi Project Manager or consultant and the client.

Upon signing and sending this document to Delphi, the Client agrees to the conditions put forth herein, and services to be performed between the following dates:

Effective date: **July 1, 2013**

Expire date: **December 31, 2013**

Agreed To:
Gloucester Police Department
197 Main Street
Gloucester, MA 01931

Agreed To:
Delphi Technology Solutions, Inc.
226 Lowell St, B4
Wilmington, MA 01887

Gloucester Police Department

Delphi Technology Solutions, Inc.

Agreed Date

Agreed Date



Gloucester City Council
CERTIFICATE OF VOTE
Certificate Number: 2013-140

The Gloucester City Council, at a special meeting held on **Tuesday, June 24, 2013** at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following:

IN CITY COUNCIL:

MOTION: On motion by Councilor Ciolino, seconded by Councilor Whynott, the City Council voted 9 in favor, 0 opposed to permit the Police Department to apply for the FY14 Public Safety Answering Points (PSAP) Support and Incentive Grant through the State of Massachusetts 911 Department totaling \$61,795.

Linda T. Lowe, City Clerk

Date: JUN 26 2013

APPROVED BY THE MAYOR

Carolyn A. Kirk, Mayor

VETOED BY THE MAYOR

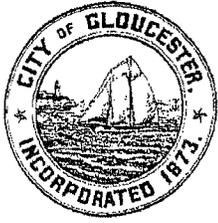
Carolyn A. Kirk, Mayor

SIGNED THIS 27 DAY OF June, 2013

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

A TRUE COPY ATTEST

CITY CLERK



CITY OF GLOUCESTER

Health Department
3 Pond Road, City Hall Annex
Gloucester, Massachusetts 01930
PHONE: 978-281-9771 · Fax: 978-281-9729
EMAIL: healthdept@gloucester-ma.gov
WEBSITE: www.gloucester-ma.gov



Public Health
Prevent. Promote. Protect.

MEMO

To: MAYOR CAROLYN A. KIRK & CITY COUNCIL PRESIDENT
From: NOREEN BURKE, PUBLIC HEALTH DIRECTOR
Date: July 22, 2013
Subject: AMMENDMENT TO STANDARD CONTRACT- PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) GRANT~ 2013/2014

Dear Mayor Kirk and City Council President,

The City Health Department is happy to offer for City Council for approval, an accepted, executed grant award in the amount of **\$170,644** from the Massachusetts Department of Public Health,(MDPH), Emergency Preparedness Bureau,(EPB).

The purpose of the grant is to provide funding to the North Shore/ Cape Ann regional public health emergency preparedness and response activities which includes:

- Meeting all Federal and State emergency preparedness grant deliverables.
- Updating all communities' Emergency Dispensing Site plans annually.
- Scoring all communities' EDS plans with CDC's TAR scoring tool.
- Implementing and drilling various aspects of plans and emergency preparedness.
- Completing After Action and Corrective Action Reports on all drilling and training exercises.
- Providing trainings for Coalition members and volunteers on various Emergency Preparedness topics.

Please feel free to contact me if your office has any further questions.

Respectfully

NOREEN BURKE
HEALTH DIRECTOR

Enc. GRANT COPY
Cc: File



City of Gloucester
Grant Application and Check List

Granting Authority: State ___ Federal ___ X ___ Other _____

Name of Grant: PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health, (MDPH), Emergency Preparedness Bureau (EPB).

Object of the application: TO SUPPORT THE PUBIC HEALTH EMERGENCY
PREPAREDNESS AND RESPONSE ACTIVITIITES THROUGHOUT
THE NORTH SHORE/CAPE ANN.

Any match requirements: NO

Mayor's approval to proceed: *[Signature]* 6/4/13
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



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 *NA*
- ✓ 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 Health and Human Services
Department of Public Health
Emergency Preparedness Bureau
250 Washington Street, Boston, MA 02108-4619

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT
ACTING COMMISSIONER

Tel: 617-624-8088
Fax: 617-624-5587
www.mass.gov/dph

May 31, 2013

Noreen M. Burke, Director
City of Gloucester Board of Health
3 Pond Road
Gloucester, MA 01930

**RE: Public Health Emergency Preparedness (PHEP) Grant
Notice of Contract Award Amendment
Host Agency – City of Gloucester - Region 3 - North Shore Cape Ann Emergency
Preparedness Coalition**

Dear Ms. Burke;

The Massachusetts Department of Public Health (MDPH), Emergency Preparedness Bureau (EPB) is pleased to provide funding to the City of Gloucester – Region 3 - North Shore Cape Ann Emergency Preparedness Coalition for the purpose of emergency preparedness and response activities for grant Budget Period 2 (BP2) of 7/1/2013 through 6/30/2014.

Please note that funding numbers are tentative and subject to change based on the CDC adoption of final Federal Fiscal Year 13 allocations.

- **Your total BP2 PHEP award is \$170,644.** Funds will be released to you in quarterly payments. The initial payment of \$42,661 will be disbursed upon receipt of the CDC Notice of Grant Award and the necessary paperwork from your agency. Thereafter, the payment in each of the following 3 quarters will be \$42,661. The Host Agency is eligible to receive up to 15% of the awarded funds as needed for the fiscal, support, and administrative overhead costs associated with this grant. The distribution of funding is as follows:

	Coalition	Total
Base - PHEP	\$ 149,951	\$ 149,951
Base - State Match	\$ 8,205	\$ 8,205
CRI - PHEP	\$ 12,488	\$ 12,488
	<u>\$ 170,644</u>	<u>\$ 170,644</u>

Enclosed please find a Standard Contract Form Amendment for your review, completion and authorized signature. **Please return to the EPB at the address below your signed Standard Contract Form Amendment along with the budget summary, budget linked to capability, proposed work plan, and a signed payment voucher** form in the amount of \$42,661. The contract form and payment voucher must have an original signature for processing. Once these forms are received by EPB the payment voucher will be processed and the funds disbursed.

All disbursements are contingent upon satisfactory progress toward coalition completion of deliverables, funding and hiring of at least one (1) .5 FTE planner or coordinator to assist the coalition in completing deliverables and reporting requirements, and timely submission of all required reports.

This award is supported by federal funds (New CFDA #93.074) and therefore your Agency is required to adhere to the auditing requirements of Federal OMB Circular A-133. For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP2, and must be obligated by **June 30, 2014**.

Please return all requested documents to:

Massachusetts Department of Public Health
 Emergency Preparedness Bureau
 250 Washington Street, 1st floor
 Boston, MA 02108
 Attn: John Leahy, Contracts Manager

Please retain this letter on file. Any contract related questions regarding this matter should be directed to John Leahy, Contracts Manager for Emergency Preparedness Bureau at 617-994-9833.

Sincerely,



Mary E. Clark, JD, MPH
 Director, Emergency Preparedness Bureau
 Massachusetts Department of Public Health

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), 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/oso under Guidance For Vendors - Forms or www.mass.gov/oso under OSD Forms.

CONTRACTOR LEGAL NAME: City Of Gloucester (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH	
Legal Address (W-9, W-4, T&C): 9 Dale Ave Ste 9, Gloucester, MA 019303000		Business Mailing Address: 250 Washington St, Boston, MA 02106	
Contract Manager: Karin Carroll		Billing Address (if different):	
E-Mail: kcarroll@gloucester.ma.gov		Contract Manager: John Leahy	
Phone: 978-281-0771	Fax: 978-281-9720	E-Mail: John.J.Leahy@state.ma.us	
Contractor Vendor Code: VC8000192098		Phone: 617-994-8638	Fax: 617-624-5687
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF0208P01902414045	
<u>NEW CONTRACT</u>		<u>X CONTRACT AMENDMENT</u>	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants §16 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 Employees (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: <u>06/30, 20 13</u> , Enter Amendment Amount: \$ <u>120,844.00</u> , (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" 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 COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 816 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>1,860,514.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract file, 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			
ANTICIPATED START DATE: (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 ___ 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.			
CONTRACT END DATE: 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.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>6/4/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carolyn Kirk</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>6/25/2013</u> (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>	

RECEIVED

6/18/13

02

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF6208P01902414045

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.

New Contract

This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

Increase

Include a clear explanation of what the funding change will support in terms of additional services.
Renewal

Decrease

Include a clear explanation of what services are being reduced as a result of the funding decrease.

Other

Identify the changes to the scope of services supported by the amendment (No change in Max Obligation).

CONTRACTOR AUTHORIZED SIGNATORY LIST



CONTRACTOR LEGAL NAME: CITY OF GLOUCESTER
 CONTRACTOR VENDOR/CUSTOMER CODE: 6000192096

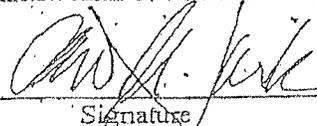
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor; or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and name that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by a Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Carolyn Kirk	Mayor

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals notified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.



 Signature

Date: 2-27-08
 RECEIVED
 2008 JUL 16 A 11:07

Title: Mayor Telephone: 978-281-9771
 Fax: 978-281-9738 Email: 978-281-9700

[Listing can not be accepted without all of this information completed, a copy of this listing must be attached to the "record copy" of a contract filed with the department.]

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: Gloucester
CONTRACTOR VENDOR/CUSTOMER CODE: 6000192096

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

Section **MUST** be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Carolyn Kirk

Title: Mayor

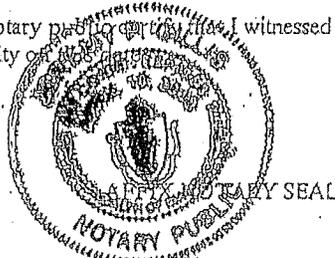
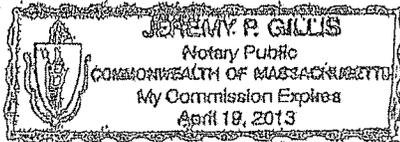
Signature as it will appear on contract or other document (Complete only in presence of notary):

Authenticated by Notary or Corporate Clerk (Pick Only One) as follows:

Jeremy P. Gillis (NOTARY) as a notary public certify that I witnessed
signature of the aforementioned signatory above and I verified the individual's identity on

DATE: MARCH 27, 2008

Commission expires on:



(CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
identity as an authorized signatory for the Contractor on this date:

_____, 20____

AFFIX CORPORATE SEAL



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

CHERYL BARTLETT
ACTING COMMISSIONER

MDPH/EPB Vendor Payment Process

To: MDPH/Emergency Preparedness Bureau (EPB) Coalition Host Agents, Medical Reserve Corps, Tribes and Mini-Grant Contractors

RE: Contract Payment Process

Entities involved in Public Health Emergency Preparedness (PHEP) activities in Massachusetts are the local municipal city and town public health officers and non profit organizations with regular cash flow difficulties. Due to severe limitations on funding, these varied groups cannot pay persons to do necessary/required Centers for Disease Control (CDC) and Prevention coordination of emergency preparedness and response drills and exercises without CDC dollars available to pay for these costs. The resulting effect without CDC/MDPH/EPB dollars to these entities is no preparation activities get done resulting in no response capabilities identified/coordinated/delivered in a cohesive and organized manner during an actual State of Emergency.

Payments to Coalition Host Agents, Medical Reserve Corps, Tribes and Mini-grant contractors shall occur within a scheduled 5 to 8 working day period following receipt of an accurate and complete Payment Voucher submission to EPB along with all other required documents as noted in Budget Period Grants Manual schedule. These federal dollars are intended for municipalities to prepare for and respond to emergent public health needs as required by Pandemic All Hazards Preparedness Act (PAHPA) legislation and the CDC PHEP grant.

PAYMENT VOUCHER INPUT FORM

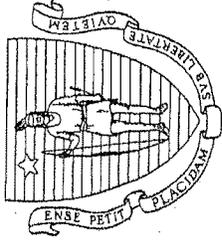
THE COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE COMPTROLLER

DEPARTMENT / ORGANIZATION NAME
Department of Public Health

DOCUMENT ID

TRANS	DEPT	R/ORG	Number	PV Date	Acct Prd	BFY
PV	DPH			06/03/13		
ACTION: (E) (M)	Sch Pay Date	Off Liab Act	VENDOR'S CERTIFICATION I certify that the goods were shipped or the service rendered as set forth below.			
E			RECEIVED STATEMENT			
REF DOC ID	IN# 620-80019024-14045					



Vendor Name and Address
 Gloucester Health Dept
 3 Pond Road
 Gloucester, MA 01931

DOCUMENT TOTAL:

REFERENCED ORDER	LINE	QUANTITY	STXT	PAYMENT REF NUMBER	VENDOR CODE	EMP
					VC6000192096	

DESCRIPTION	UNIT PRICE	AMOUNT
Funds deposit to continue work on regional emergency preparedness activities on the North Shore and Cape Ann <small>Of funds from MDPH</small>	42,661.00	42,661.00

LN	Trans	Dept	R/Org	Number	LINE	DEPT	APPROP	Sub	Org	S/Org	Obj	S/Obj	Prog	Ty
					Fund	BS Acct	PAYMENT REFERENCE NUMBER							
	MSA #			DIS		DATES OF SERVICE	QNTY	Line Amount						I/D

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS:
 I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

PREPARED BY: Karin Carroll TITLE: Emergency Preparedness C DATE: 06/03/13
 ENTERED BY: Karin Carroll TITLE: Emergency Preparedness C DATE: 06/03/13

The undersigned authorized signatory approving this document certifies that this document and any attachments are accurate and complete and comply with all applicable general and special laws and regulations

APPROVED BY: *Karin Burke* TITLE: Director Health Dept DATE: 06/03/13 PHONE: 978-282-8016

Instructions to vendor:
 o Fill in shaded areas
 o Direct inquiries to state organization



EMERGENCY
PREPAREDNESS
BUREAU

**Public Health Emergency Preparedness Cooperative Agreement
Budget Period 2
July 1, 2013 – June 30, 2014**

**EXECUTIVE SUMMARY
COALITION DELIVERABLES & WORKPLAN TEMPLATE**

Purpose of Funding:

The Public Health Emergency Preparedness (PHEP) Cooperative Agreement provides technical assistance and resources that support local territorial and tribal public health departments in demonstrating measurable and sustainable progress toward achieving public health preparedness capabilities that promote prepared and resilient communities.

Development of Coalition Deliverables & Workplan Template:

A working group was formed in early May to prepare the Budget Period 2 (BP2) Coalition Deliverables & Workplan Template for distribution to Coalitions with award letters in late May. Comprised of members of the Local-State Advisory Council, Regional Public Health Coordinators, and Emergency Preparedness Bureau (EPB) staff, the working group reviewed key points from the BP2 PHEP Guidance, along with Coalition feedback received during the concurrence process and the Massachusetts BP2 Workplan to create the attached Coalition Deliverables & Workplan Template.

Key Components of the Coalition Deliverables & Workplan Template:

- ❖ In an effort to maximize efficiency and resources, and minimize local burden, deliverables are focused at the Coalition level.
- ❖ EPB has identified ten of the fifteen PHEP Capabilities to build upon in BP2. Of those, coalitions will focus upon six: Community Preparedness; Emergency Operations Coordination; Information Sharing; Mass Care; Medical Countermeasure Dispensing; and Volunteer Management.
- ❖ Based on the finalized BP2 Workplan (identified as MDPH Goal and MDPH Objective in the attached Coalition Workplan), EPB has identified a set of Coalition Deliverables. Recognizing that significant difference exists in capacity across the state, an opportunity exists for Coalitions to propose alternate, customized deliverables as a way to meet BP2 Workplan objectives.
- ❖ A new Workplan Template is provided and should be returned with your Host Agent Standard Contract Form Amendment, Budget, and signed payment voucher. While a Coalition Workplan has been a requirement for past budget years, there has not been an effort to standardize Workplans across Coalitions, nor has the Workplan been aligned with the Deliverables. In addition, with new CDC emphasis on measurable outputs and outcomes, Coalitions are asked to identify in their Workplans what planned activities they will accomplish to achieve deliverables. EPB will schedule a Coalition conference call to address any questions about completing the Workplan Template.
- ❖ The PHEP BP2 Cooperative Agreement emphasizes subawardee monitoring for both fiscal and programmatic compliance. In accordance with this, Coalition budgets will need to tie planned expenditures to the PHEP Capabilities. A new Budget Template has been provided. Please note that according to the Cooperative Agreement, all training “must be purposefully designed to close operational gaps and sustain jurisdictionally required preparedness competencies”.

ATTACHMENT A
COMMUNITY PARTICIPATION IN COALITION ACTIVITIES

According to the CDC, the purpose of the PHEP program is “to develop emergency-ready public health departments by upgrading, integrating and evaluating state and local public health jurisdictions preparedness for and response to public health emergencies with federal, state, local, and tribal governments, the private sector, and nongovernmental organizations (NGOs).” Through the emergency preparedness coalitions, the MDPH EPB provides PHEP funds to communities to become “emergency ready”.

To ensure that Massachusetts is prepared to effectively respond to large or small public health emergencies, communities are expected to make good faith efforts to actively participate in coalition activities and fulfill all annual deliverables as a condition of funding. Failure to make a good faith effort to achieve grant deliverables may affect eligibility for future funding. In consultation with LSAC, EPB has identified a series of deliverables for BP2 that must be fulfilled by communities in order to be eligible to receive direct support under the PHEP grant. “Direct support” includes but is not limited to formula-based local allocations, funding for proposals submitted by a community or group of communities, “mini-grants”, funding for travel to out-of-state conferences or meetings, and receipt of equipment or services purchased with PHEP funds.

The following specific deliverables must be met by any community receiving direct support from the PHEP grant:

- Plans –Verify that is has or is included in a written, National Incident Management System-compliant all-hazards public health response plan
- Points of contact –Provide at least two (2) emergency points of contact that can be reached 24/7/365, and two (2) contacts registered and trained on the HHAN
- Communication drills –Participate in one (1) 24/7 contact drill during the year
- Information Sharing – Participate in training for and utilize MDPH WebEOC for greater situational awareness & EDS management
- Medical countermeasure dispensing –Participate in a review of EDS plans. For those designated jurisdictions, this will be accomplished through completion the CDC TAR deliverables.
- Performance measures – Assist with data collection as required to meet CDC performance measures
- Operating Principles – Communities must abide by coalition principles of operation or other documents that reflect coalition operating procedures and work cooperatively with the coalition’s host agent to ensure the grant’s reporting requirements and spending guidelines are met
- Communities must act in accordance with federal and state: (1) grant guidance, (2) conflict of interest rules and regulations; and (3) procurement requirements

Upon request, EPB will work with coalitions to support implementation of the community participation requirement.

BP2 COALITION DELIVERABLES

Quarter 1 7/1/13-9/30/13		
	Deliverable	Capability
1.2	The coalition will work with its local boards of health and partners to determine a coalition plan for 2013 National Preparedness Month. Social media templates and other tools will be made available to coalitions by MDPH.	Community Preparedness
1.3	The coalition will identify one individual who will represent the coalition and participate in the MDPH planning process for the establishment of regional healthcare coalitions.	Community Preparedness
7.1	The coalition will collaborate with its local boards of health, local emergency management, MDPH, and MEMA to consider the adoption of the state-level mass care plan and consider utilization of local mass care templates.	Mass Care
15.1	The coalition, including local boards of health, will support a plan for volunteer recruitment developed in conjunction with the MRC. MA Responds recruitment and support materials will be provided by MDPH.	Volunteer Management
A.5	The coalition will conduct a training and exercise planning workshop to develop an updated HSEEP-compliant MYTEP.	N/A
	<i>Alternate Coalition Deliverable</i>	
Quarter 2 10/1/13-12/31/13		
	Deliverable	Capability
1.4	The coalition will identify two access and functional needs priorities to contribute to MDPH/LSAC gap analysis.	Community Preparedness
3.4	The coalition, in collaboration with local boards of health, will conduct one coalition-wide contact list drill and two HHAN drills. (Drill #1)	Emergency Operations Coordination
6.2	The coalition, including all local boards of health, will participate in a training for and utilize MDPH WebEOC for greater situational awareness & EDS management.	Information Sharing
8.3	The coalition will ensure local boards of health participate in an EDS management training provided by MDPH.	Medical Countermeasure Dispensing
8.5	The coalition, in collaboration with the MDPH SNS Team and Regional Emergency Preparedness Coordinators, will ensure that all local jurisdictions provide a name and contact information for primary and back up PIOs and that these individuals are trained regarding their responsibilities in mass dispensing campaigns.	Medical Countermeasure Dispensing
	<i>Alternate Coalition Deliverable</i>	
Quarter 3 1/1/14-3/30/14		
	Deliverable	Capability
3.1	The coalition will work with its local boards of health to encourage all local jurisdictions take part in an MDPH drill to exercise the Local Public Health Resource Request Process.	Emergency Operations Coordination
3.4	The coalition, in collaboration with local boards of health, will conduct one coalition-wide contact list drill and two HHAN drills. (Drill #2)	Emergency Operations Coordination
7.2	The coalition will encourage participation by appropriate mass care staff/volunteers in shelter environmental health & safety assessment and population health screening training provided by MDPH.	Mass Care
8.1	The coalition, including local boards of health, will collaborate with MDPH to identify potential closed EDS locations.	Medical Countermeasure Dispensing
8.2	The coalition will collaborate with MDPH in a review of the number of EDSs within the coalition to identify opportunities to streamline the number of EDS sites within a jurisdiction to achieve greater human and other resource efficiencies. (NEW)	Medical Countermeasure Dispensing
CPG.1	The coalition will provide updates to their 2013 CPG responses	N/A
	<i>Alternate Coalition Deliverable</i>	

BP2 COALITION DELIVERABLES

Quarter 4 4/1/14-6/30/14		
	Deliverable	Capability
1.1	Coalitions outside the Boston MSA (Region 1, Region 2, Region 5a,b) will facilitate their coalition's involvement in a public health and healthcare HVA lead by MDPH. All coalitions will work with MDPH to implement risk mitigation strategies.	Community Preparedness
1.5	The coalition, including local boards of health, will provide confirmation that community &/or coalition all-hazard plans, COOPs, & EDS plans have undergone an annual review and are approved. Identified gaps and plans for addressing gaps will be reported. Additionally, the coalition and local boards of health will examine opportunities for the establishment of coalition-wide plans.	Community Preparedness
3.2	The coalition, including all local jurisdictions, will maintain and update a roster of individuals identified to fill ICS roles within the local jurisdictions. The coalition will maintain documentation of ICS training.	Emergency Operations Coordination
3.4	The coalition, in collaboration with local boards of health, will conduct one coalition-wide contact list drill and two HHAN drills. (Drill #3)	Emergency Operations Coordination
6.1	The coalition will work with its local boards of health and MDPH ISIS to ensure all local jurisdictions participate in MAVEN.	Information Sharing
Quarterly and/or Ongoing		
	Deliverable	Capability
3.3	The coalition, including all local jurisdictions, will conduct quarterly updates and submissions of the coalition-wide 24/7 contact list.	Emergency Operations Coordination
A.1	The coalition will ensure that coalition membership meets at least four times per year. At least one meeting must be a region-wide meeting. The coalition will make a good faith effort to schedule and hold a coalition meeting to review and vote on concurrence with the BP3 draft application provided by EPB in accordance with policies and procedures developed by EPB and the LSAC.	N/A
A2	The coalition will ensure that all communities within the coalition that receive direct support under the PHEP grant are (a) participating in the coalition, and (b) providing appropriate documentation of efforts to meet the deliverables of the PHEP. The coalition will provide, as part of each quarterly fiscal report, an affirmation that all coalition members receiving direct support through PHEP funding are in compliance with Community Participation Guidance	N/A
A3	The coalition will submit a copy of updated Operating Principles to the Regional EP Coordinator if amendments are approved by the coalition during BP2.	N/A
A4	The coalition, including all local jurisdictions, will submit appropriate exercise documentation to MDPH. This includes submission of an Exercise Notification Form for any exercises or drills supported with PHEP funds as well as HSEEP-compliant AAR/IPs following completion of an exercise.	N/A
A5	The coalition will ensure that capital equipment is accounted for and a list of capital equipment is submitted twice annually.	N/A
Quarter - To Be Determined Based on CDC Guidance <i>Forthcoming</i>		
	Deliverable	Capability
8.4	The coalition, in collaboration with the MDPH SNS Team and Regional Emergency Preparedness Coordinators, will ensure that all local jurisdictions participate in a review of EDS plans. For those designated jurisdictions, this will include completion of TAR deliverables.	Medical Countermeasure Dispensing
8.6	The coalition, in collaboration with the MDPH SNS Team and Regional Emergency Preparedness Coordinators, will ensure that all local jurisdictions complete required EDS drills.	Medical Countermeasure Dispensing
PM.1	The coalition will provide Performance Measure data as required by the CDC.	N/A



BP2 Coalition Workplan
Coalition Host Agent: _____

Gloucester

		Completed by End of			
		Q1	Q2	Q3	Q4
Acronyms	BP2 - Budget Period 2 (July 1, 2013 - June 30, 2014); Boston MSA - Boston Metropolitan Statistical Area (includes Region 3, 4abc, and 5c); CDC - Centers for Disease Control & Prevention; COOP - Continuity of Operations; DOC - Department Operations Center (at MDPH); EDS - Emergency Dispensing Site; HHAN - Health & Homeland Alert Network; HSEEP - Homeland Security Exercise & Evaluation Program; HVA - Hazard Vulnerability Assessment; LPH - Local Public Health; MDPH - Massachusetts Department of Public Health; MYTEP - Multi-Year Training & Exercise Plan; NGO - Non-Governmental Organization; PHEP - Public Health Emergency Preparedness; SNS - Strategic National Stockpile; TAR - Technical Assistance Review				
MDPH Goal <i>As Submitted in BP2 PHEP Work Plan</i>	MDPH will work closely with LPH and their municipal partners, appropriate state agencies, private stakeholders, and business in order to continue the process of whole of community emergency planning. Supporting this goal will call for the expansion of the public health HVA to communities outside of the Boston Metropolitan Statistical Area (MSA), while tying public health more closely into the on-going THIRA, continued planning for individuals with access and functional needs, and including LPH in planning for the establishment of health care coalitions.				
Deliverable	1.1 (New)				
MDPH Objective <i>As Submitted in BP2 PHEP Work Plan</i>	By the end of BP2, each public health coalition outside the Boston MSA will partner with key organizations representing at least seven (7) community sectors to prepare for incidents that may significantly impact public health, medical and/or mental/behavioral systems and services by implementing a data driven and participatory HVA that builds upon the Boston MSA Risk Based funding (RBF) pilot model and accurately reflects the concerns at the coalition level. Public health coalitions within the Boston MSA will implement risk mitigation strategies identified as part of the RBF pilot project.				
Function(s)	Function 1: Determine risks to the health of the jurisdiction.				
Check One					
Sample Coalition Deliverable	<input checked="" type="checkbox"/> Coalitions outside the Boston MSA (Region 1, Region 2, Region 5a,b) will facilitate their coalition's involvement in a public health and healthcare HVA lead by MDPH. All coalitions will work with MDPH to implement risk mitigation strategies.				X
Proposed Alternate Coalition Deliverable	<i>Include specific activities to be conducted to achieve deliverable.</i>				
Planned Activities to Achieve Deliverable	<i>Coalition to nominate a member(s) to work with DPH on HVA strategies. Planner and EP Coordinator to implement Risk mitigation strategies.</i>				
Deliverable	1.2 (New)				
MDPH Objective <i>As Submitted in BP2 PHEP Work Plan</i>	By BP2 mid-year, the MDPH will collaborate with state emergency management partners, key organizations, and stakeholders to develop a thematic public information campaign for 2013 National Preparedness Month that engages the whole community by participating in events, trainings and educational opportunities and by using social and traditional media to engage the public.				
Function(s)	Function 2: Build community partnerships to support health preparedness. Function 3: Engage with community organizations to foster public health, medical and mental/behavioral health social networks. Function 4. Coordinate training or guidance to ensure community engagement in preparedness efforts.				
Check One					
Sample Coalition Deliverable	<input checked="" type="checkbox"/> The coalition will work with its local boards of health and partners to determine a coalition plan for 2013 National Preparedness Month. Social media templates and other tools will be made available to coalitions by MDPH.		X		
Proposed Alternate Coalition Deliverable					
Planned Activities to Achieve Deliverable	<i>Coalition will prepare a targeted, social media campaign using MDPH and other tools during National Prep. Month. The campaign will focus on summer safety/ emergencies and will include radio, facebook, print media etc.</i>				
Deliverable	1.3 (Continuing)				
MDPH Objective <i>As Submitted in BP2 PHEP Work Plan</i>	By the end of BP2, the MDPH will ensure that each public health coalition participates in the planning process associated with the establishment of healthcare coalitions.				
Function(s)	Function 2: Build community partnerships to support health preparedness.				



BP2 Coalition Workplan
Coalition Host Agent: _____

		Q1	Q2	Q3	Q4
Check One					
Sample Coalition Deliverable	X	The coalition will identify one individual who will represent the coalition and participate in the MDPH planning process for the establishment of regional healthcare coalitions.	X		
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>			
Planned Activities to Achieve Deliverable		<i>The Coalition has nominated it's EP Coordinator, K Carroll, to represent them on the Regional Health Care Coalition. K Carroll has had a preliminary meeting with Salem Hospital EP Coordinator to begin looking for commonalities and shared capabilities. We intend to continue this informal partnering and have already identified key shared capabilities such as medical countermeasure dispensing, volunteerism, surveillance (re heat-related illness, pandemic etc) and community preparedness (identifying and meeting all functional needs of residents).</i>			
Deliverable		1.4 (Continuing)			
MDPH Objective As Submitted in BP2 PHEP Work Plan		By the end of BP2, the MDPH will ensure inclusion of access and functional needs considerations in community preparedness activities at the state and local level.			
Function(s)		Function 2: Build community partnerships to support health preparedness. Function 3: Engage with community organizations to foster public health, medical and mental/behavioral health social networks.			
Check One					
Sample Coalition Deliverable	X	The coalition will identify two access and functional needs priorities to contribute to MDPH/LSAC gap analysis.	X		
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>			
Planned Activities to Achieve Deliverable		<i>Coalition will review a needs assessment based on Census data and other available data and determine 2 key functional needs priorities. EP Coordinator will share training tools provided by Umass Shriver Center at recent training and assist towns in assessing their own CEMP plans.</i>			
Deliverable		1.5 (New/Continuing)			
MDPH Objective As Submitted in BP2 PHEP Work Plan		By the end of BP2, MDPH will ensure tracking of all emergency preparedness plan updates conducted by local jurisdictions.			
Function(s)		Function 2: Build community partnerships to support health preparedness.			
Check One					
Sample Coalition Deliverable	X	The coalition, including local boards of health, will provide confirmation that community &/or coalition all-hazard plans, COOPs, & EDS plans have undergone an annual review and are approved. Identified gaps and plans for addressing gaps will be reported. *see Note 1 for additional information. Additionally, the coalition and local boards of health will examine opportunities for the establishment of coalition-wide plans.			X
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>			
Planned Activities to Achieve Deliverable		<i>EP Planner to continue annual review of all plans with all Coalition members and provide updates to Regional DPH Coordinator, D Trout. Current EP Planner is currently working on a template for parts of the EDS that can be approached regionally. Given the 15 different communities' unique Emergency Management structure and EDS Sites, there could not be a Coalition-wide EDS plan in totality at this point.</i>			
MDPH Goal		Capability 3: Emergency Operations Coordination			
As Submitted in BP2 PHEP Work Plan		MDPH plans to build its current Emergency Operations Coordination Capability, which we term as "significant ability/capacity" for most functions by testing new procedures, policies and equipment that were put into place during BP1.			
Deliverable		3.1 (New)			
MDPH Objective As Submitted in BP2 PHEP Work Plan		By the end of BP2, the MDPH will test the ability of local entities to request resources and DOC personnel to track and account for public health resources by utilizing the newly created Resource Request Process.			
Function(s)		Function 4: Manage and sustain the public health response. Function 5: Demobilize and evaluation public health emergency operations.			
Check One					

KK



BP2 Coalition Workplan
Coalition Host Agent: _____

			Q1	Q2	Q3	Q4
Sample Coalition Deliverable	X	The coalition will work with its local boards of health to encourage participation by all local jurisdictions in an MDPH drill to exercise the Local Public Health Resource Request Process.			X	
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable		<i>Annual Exercise and Training Plan to be developed this summer/fall to include an MDPH drill exercising LPH Resources Request Process.</i>				
Deliverable		3.2 (Continuing)				
MDPH Objective As Submitted in BP2 PHEP Work Plan		By the end of BP2, MDPH will ensure individuals responsible to fill ICS roles have been identified and that training documentation is maintained.				
Rationale		Function 1: Conduct preliminary assessment to determine need for public activation. Function 2: Activate public health emergency operations.				
Check One						
Sample Coalition Deliverable	X	The coalition, including all local jurisdictions, will maintain and update a roster of individuals identified to fill ICS roles within the local jurisdictions. The coalition will maintain documentation of ICS training.				X
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable		<i>The EP Planner will continue to update all town's rosters with ICS roles and backups identified by name annually. EP Coordinator to continue to ensure all Local Board's of Health members take the required ICS training and report names to D Trout.</i>				
Deliverable		3.3 (Continuing)				
MDPH Objective As Submitted in BP2 PHEP Work Plan		By the end of BP2, MDPH will ensure 27/4 coalition-wide contact lists have been developed and are tested and updated quarterly.				
Rationale		Function 1: Conduct preliminary assessment to determine need for public activation. Function 2: Activate public health emergency operations.				
Check One						
Sample Coalition Deliverable	X	The coalition, including all local jurisdictions, will conduct quarterly updates and submissions of the coalition-wide 24/7 contact list.	X	X	X	X
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable		<i>EP Coordinate updates list quarterly at Coalition meetings and provides updated list to D Trout quarterly.</i>				
Deliverable		3.4 (Continuing)				
MDPH Objective As Submitted in BP2 PHEP Work Plan		By the end of BP2, MDPH will ensure procedures and systems to communicate with identified local health and safety personnel have been tested.				
Rationale		Function 1: Conduct preliminary assessment to determine need for public activation. Function 2: Activate public health emergency operations.				
Check One						
Sample Coalition Deliverable	X	The coalition, in collaboration with local boards of health, will conduct one coalition-wide 24/7 contact list drill and two HHAN drills.		X	X	X
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable		<i>EP Coordinate conducts this call down quarterly and provides a response summary to D Trout showing completion of the drill quarterly. EP Coordinator will ensure all towns have a minimal of 2 people on the HHAN. D. Trout to conduct 2 drills on HHAN.</i>				

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		Q1	Q2	Q3	Q4
		Capability 6: Information Sharing			
MDPH Goal As Submitted in BP2 PHEP Work Plan		MDPH will continue to add users to the Health and Homeland Alert Network (HHAN), WebEOC and MAVEN to increase the exchange of health-related information and situational awareness data statewide and will improve cross-border information sharing in the planning and response phases across the Boston MSA.			
Deliverable		6.1 (Continuing)			
MDPH Objective As Submitted in BP2 PHEP Work Plan		During BP2, the MDPH Office of Integrated Surveillance and Informatics Services (ISIS) will continue to deploy MAVEN at all local boards of health.			
Function(s)		Function 1: Identify stakeholders to be incorporated into information flow. Function 2: Identify and develop rules and data elements for sharing. Function 3: Exchange information to determine a common operating picture.			
Check One					
Sample Coalition Deliverable	X	The coalition will work with its local boards of health and MDPH ISIS to ensure all local jurisdictions participate in MAVEN.			X
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>			
Planned Activities to Achieve Deliverable		<i>EP Coordinator to ensure each town has someone registered on and utilizing MAVEN.</i>			
		6.2 (Continuing)			
MDPH Objective As Submitted in BP2 PHEP Work Plan		During BP2, MDPH will provide access and training to the MDPH WebEOC to all LPH departments which will allow for greater situational awareness and a common operating picture during emergencies and disasters.			
Function(s)		Function 1: identify stakeholders to be incorporated into information flow. Function 2: Identify and develop rules and data elements for sharing. Function 3: Exchange information to determine a common operating picture.			
Check One					
Sample Coalition Deliverable	X	The coalition, including all local boards of health, will participate in a training for and utilize MDPH WebEOC for greater situational awareness & EDS management.			X
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>			
Planned Activities to Achieve Deliverable		<i>Coalition to host (or encourage attendance at) Web EOC training when available by DPH.</i>			
		Capability 7: Mass Care			
MDPH Goal As Submitted in BP2 PHEP Work Plan		MDPH will work closely with LPH and their municipal partners, appropriate state agencies, and private stakeholders in order to enhance collaboration and further develop the program's ability to address the public health, medical, and mental/behavioral health needs at mass care locations. Supporting this goal will call for the development and adoption of environmental health assessment and health screening procedures as well as expanded coordination with appropriate stakeholders to support the access and functional needs of at-risk populations.			
Deliverable		7.1 (New)			
MDPH Objective As Submitted in BP2 PHEP Work Plan		During BP2, the MDPH will continue collaboration with local, state, regional, and NGO stakeholders to define the public health role in mass care operations.			
Function(s)		Function 1: Determine public health role in mass care operations. Function 3: Coordinate public health, medical, and mental/behavioral health services.			
Check One					
Sample Coalition Deliverable	X	The coalition will collaborate with its local boards of health, local emergency management, MDPH, and MEMA to consider the adoption of the state-level mass care plan and consider utilization of local mass care templates.			X
Proposed Alternate Coalition Deliverable		<i>If your coalition proposes an alternate implementation plan please insert here.</i>			

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BP2 Coalition Workplan
Coalition Host Agent: _____

		Q1	Q2	Q3	Q4
Planned Activities to Achieve Deliverable	Coalition to review state-level mass care plan when available and consider adopting plans at a designated Coalition meeting.				
Deliverable	7.2 (New)				
MDPH Objective As Submitted in BP2 PHEP Work Plan	By the end of BP2, the MDPH will establish procedures to determine the mass care needs of the impacted population.				
Function(s)	Function 2: Determine mass care needs of the impacted population. Function 4: Monitor mass care population health.				
Check One					
Sample Coalition Deliverable	X The coalition will encourage participation by appropriate mass care staff/volunteers in shelter environmental health & safety assessment and population health screening training provided by MDPH.			X	
Proposed Alternate Coalition Deliverable	If your coalition proposes an alternate implementation plan please insert here.				
Planned Activities to Achieve Deliverable	The Coalition has a strong interest in this topic and have already done a lot of work to screen and plan for all residents in a mass care situation. We will have several interested, potential participants in this process with much valuable experience to share.				
Capability 8: Medical Countermeasure Dispensing					
MDPH Goal As Submitted in BP2 PHEP Work Plan	MDPH, along with local health departments and healthcare system partners, will continue work to enhance the existing Medical Countermeasure Dispensing infrastructure and ensure rapid and effective dispensing operations. The identified objectives under this capability are intended to maintain ongoing local health activities related to planning for Emergency Dispensing Sites (EDS); expanding the number of Closed Points of Dispensing (PODs), refining Chempack planning, and participating in the State and Local Technical Assistance Review (TAR) process.				
Deliverable	8.1 (New)				
MDPH Objective As Submitted in BP2 PHEP Work Plan	By the end of BP2, the MDPH will work closely with LPH, Regional Public Health Coordinators, and other stakeholder organizations to ensure that dispensing strategies are established for identified populations.				
Function(s)	Function 4: Dispense medical countermeasures to identified population.				
Check One					
Sample Coalition Deliverable	X The coalition, including local boards of health, will collaborate with MDPH to identify potential closed EDS locations.			X	
Proposed Alternate Coalition Deliverable	If your coalition proposes an alternate implementation plan please insert here.				
Planned Activities to Achieve Deliverable	Coalition to discuss and review the idea of closed POD's throughout the region with MDPH. EP Planner to revisit POD's as part of individual EDS plans.				
Deliverable	8.2 (New)				
MDPH Objective As Submitted in BP2 PHEP Work Plan	By the end of BP2, the MDPH will work closely with LPH, Regional Public Health Coordinators, and other stakeholder organizations to ensure that dispensing strategies are established for identified populations.				
Function(s)	Function 4: Dispense medical countermeasures to identified population.				
Check One					
Sample Coalition Deliverable	X The coalition will collaborate with MDPH in a review of the number of EDSs within the coalition to identify opportunities to streamline the number of EDS sites within a jurisdiction to achieve greater human and other resource efficiencies.			X	
Proposed Alternate Coalition Deliverable	If your coalition proposes an alternate implementation plan please insert here.				
Planned Activities to Achieve Deliverable	The Coalition, in conjunction with MDPH and EP Planner, will consider streamlining the number of EDS sites in the region to maximize limited resources.				
Deliverable	8.3 (Continuing)				

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BP2 Coalition Workplan
Coalition Host Agent: _____

		Q1	Q2	Q3	Q4
MDPH Objective <i>As Submitted in BP2 PHEP Work Plan</i>	By the end of BP2, the MDPH will have enhanced LPH's ability to plan for and operate an EDS and meet requirements of the Local TAR.				
Function(s)	Function 1: Identify and initiate medical countermeasure dispensing strategies. Function 2: Receive medical countermeasures. Function 3: Activate dispensing modalities. Function 4: Dispense medical countermeasures to identified population.				
Check One					
Sample Coalition Deliverable	X The coalition will ensure local boards of health participate in an annual EDS management training provided by MDPH.		X		
Proposed Alternate Coalition Deliverable	<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable	<i>All Coalition members to offer EDS Management training in person or on-line to their boards of health and town official. Documentation of training to be provided to D. Trout.</i>				
Deliverable					
MDPH Objective <i>As Submitted in BP2 PHEP Work Plan</i>	8.4 (Continuing) By the end of BP2, MDPH will review local medical countermeasure distribution plans and provide feedback and/or guidance to locals.				
Rationale	CDC State TAR Tool, Sections 5 & 11				
Check One					
Sample Coalition Deliverable	X The coalition, in collaboration with the MDPH SNS Team and Regional Emergency Preparedness Coordinators, will ensure that all local jurisdictions participate in a review of EDS plans. For those designated jurisdictions, this will include completion of TAR deliverables. *see Note 2 for additional guidance				
Proposed Alternate Coalition Deliverable	<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable	<i>EP Planner to continue annual review of all plans with all Coalition members and provide TAR scores to Regional DPH Coordinator, D Trout.</i>				
Deliverable					
MDPH Objective <i>As Submitted in BP2 PHEP Work Plan</i>	8.5 (Continuing) By the end of BP2, MDPH will ensure local public information and communication personnel have been identified and trained regarding responsibilities associated with a medical countermeasure distribution and dispensing campaign.				
Rationale	CDC State TAR Tool, Item 5.1				
Check One					
Sample Coalition Deliverable	X The coalition, in collaboration with the MDPH SNS Team and Regional Emergency Preparedness Coordinators, will ensure that all local jurisdictions provide a name and contact information for primary and back up PIOs and that these individuals are trained regarding their responsibilities in mass dispensing campaigns.		X		
Proposed Alternate Coalition Deliverable	<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable	<i>Names and contact information for primary and back-up PIO's to be provided annually to D Trout. All PIO's to be trained in person or via on-line presentation on their responsibilities in mass dispensing campaigns.</i>				
Deliverable					
MDPH Objective <i>As Submitted in BP2 PHEP Work Plan</i>	8.6 (Continuing) By the end of BP2, MDPH will ensure local jurisdictions have exercised medical countermeasure dispensing plans, systems, and procedures.				
Rationale	CDC State TAR Tool, Item 13.6				
Check One					
Sample Coalition Deliverable	X The coalition, in collaboration with the MDPH SNS Team and Regional Emergency Preparedness Coordinators, will ensure that all local jurisdictions complete required EDS drills. *see Note 2 for additional guidance				

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BP2 Coalition Workplan
Coalition Host Agent: _____

		Q1	Q2	Q3	Q4
Proposed Alternate Coalition Deliverable	<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable	<i>All drill results completed and sent to D. Trout by given due-dates.</i>				
Capability 15: Volunteer Management					
MDPH Goal As Submitted in BP2 PHEP Work Plan	This MDPH program will ensure local MRCs, health and medical entities, and regional healthcare coalitions have access to or understand how to access the integrated statewide MA Responds Emergency System for Advance Registration of Volunteer Health Professional (ESAR-VHP) volunteer management system. The Health Volunteer program will also work on continuing to collect and provide resources to assist with the ability to identify, coordinate, recruit, register, credential and background check, train, engage, and retain volunteers. The outcome will be new or improved local and statewide volunteer management resources and plans.				
Deliverable	15.1 (New)				
MDPH Objective As Submitted in BP2 PHEP Work Plan	By the end of BP2, the MDPH will conduct a state-wide volunteer needs assessment by state, local and regional jurisdictions of the State MA Responds ESAR-VHP system to provide the anticipated volunteer needs in response to incidents or situations.				
Function(s)	Function 1: Coordinate volunteers.				
Check One					
Sample Coalition Deliverable	X The coalition, including local boards of health, will support a plan for volunteer recruitment developed in conjunction with the local MRC. MA Responds recruitment and support materials will be provided by MDPH.		X		
Proposed Alternate Coalition Deliverable	<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable	<i>Region 3D's MRC Advisory Board to develop goals and work plan for all MRC activities by September 2013.</i>				
Performance Measure Data					
Deliverable	PM.1 (Continuing)				
Rationale	Performance measures will be developed by the Centers for Disease Control and Prevention (CDC)				
Check One					
Sample Coalition Deliverable	X The coalition will provide Performance Measure data as required by the CDC. *See note 3 for additional guidance.				
Proposed Alternate Coalition Deliverable	<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable	<i>All TAR scores reported to CDC and DPH.</i>				
HHS Public Health Preparedness Capability Planning Guides (CPGs)					
Deliverable	CPG.1 (Continuing)				
Rationale	The Capability Planning Guide (CPG) is a decision support tool designed to facilitate awardee self-assessments of their preparedness programs				
Check One					
Sample Coalition Deliverable	X The coalition will provide updates to their 2013 CPG responses.			X	
Proposed Alternate Coalition Deliverable	<i>If your coalition proposes an alternate implementation plan please insert here.</i>				
Planned Activities to Achieve Deliverable	<i>Plan updates submitted to D. Trout by required deadline.</i>				

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EMERGENCY
PREPAREDNESS
BUREAU

BP2 Coalition Workplan
Coalition Host Agent: _____

			Q1	Q2	Q3	Q4
Administrative Deliverables						
Deliverable	A.1 (Continuing)					
Rationale	Ensuring coalition governance operations					
Check One						
Sample Coalition Deliverable	X	The coalition will ensure that coalition membership meets at least four times per year. At least one meeting must be a region-wide meeting. The coalition will make a good faith effort to schedule and hold a coalition meeting to review and vote on concurrence with the BP3 draft application provided by EPB in accordance with policies and procedures developed by EPB and the LSAC.	X	X	X	X
Proposed Alternate Coalition Deliverable	If your coalition proposes an alternate implementation plan please insert here.					
Planned Activities to Achieve Deliverable	Coalition to meet and document meetings. Sign ins to be provided to D Trout.					
Deliverable						
Deliverable	A.2 (Continuing)					
Rationale	Community participation in coalition activities					
Check One						
Sample Coalition Deliverable	X	The coalition will ensure that all communities within the coalition that receive direct support under the PHEP grant are (a) participating in the coalition, and (b) providing appropriate documentation of efforts to meet the deliverables of the PHEP. The coalition will provide, as part of each quarterly fiscal report, an affirmation that all coalition members receiving direct support through PHEP funding are in compliance with Community Participation Guidance (Attachment A).	X	X	X	X
Proposed Alternate Coalition Deliverable	If your coalition proposes an alternate implementation plan please insert here.					
Planned Activities to Achieve Deliverable	Coalition to maintain and monitor sign-ins and report to DPH.					
Deliverable						
Deliverable	A.3 (Continuing)					
Rationale	Coalition Operating Procedures					
Check One						
Sample Coalition Deliverable	X	The coalition will submit a copy of updated Operating Principles to the Regional EP Coordinator if amendments are approved by the coalition during BP2.	X	X	X	X
Proposed Alternate Coalition Deliverable	If your coalition proposes an alternate implementation plan please insert here.					
Planned Activities to Achieve Deliverable	Bylaws reviewed and updated in May meeting and new bylaws sent to D. Trout.					
Deliverable						
Deliverable	A.4 (Continuing)					
Rationale	Ensuring tracking for any exercises or drills supported with PHEP funds.					
Check One						
Sample Coalition Deliverable	X	The coalition, including all local jurisdictions, will submit appropriate exercise documentation to MDPH. This includes submission of an Exercise Notification Form for any exercises or drills supported with PHEP funds as well as HSEEP-compliant AAR/IPs following completion of an exercise.	X	X	X	X
Proposed Alternate Coalition Deliverable	If your coalition proposes an alternate implementation plan please insert here.					
Planned Activities to Achieve Deliverable	EP Coordinator to complete Exercise Notification form as required.					

XX



BP2 Coalition Workplan
Coalition Host Agent: _____

			Q1	Q2	Q3	Q4
Deliverable	A.5 (Continuing)					
Rationale	Completion of an updated HSEEP-compliant multi-year training and exercise plan (MYTEP).					
Check One						
Sample Coalition Deliverable	X The coalition will conduct a training and exercise planning workshop to develop an updated HSEEP-compliant MYTEP.		X			
Proposed Alternate Coalition Deliverable	<i>If your coalition proposes an alternate implementation plan please insert here.</i>					
Planned Activities to Achieve Deliverable	<i>Coalition to set training priorities and submit revised MYTEP to DPH by Fall 2013.</i>					
Deliverable						
Deliverable	A.6 (Continuing)					
Rationale	Tracking of capital equipment					
Check One						
Sample Coalition Deliverable	X The coalition will ensure that capital equipment is accounted for and a list of capital equipment is submitted twice annually.			X		X
Proposed Alternate Coalition Deliverable	<i>If your coalition proposes an alternate implementation plan please insert here.</i>					
Planned Activities to Achieve Deliverable	<i>EP Coordinator will report quarterly updates to DPH on required form.</i>					
Notes						
Note 1	Gap planning relates to new training guidance.					
Note 2	Specific guidance is anticipated from CDC before July 1 for BP2 MCM requirements related to TAR and drills. It is anticipated that sentinel sites will participate in the TAR progress report with CDC or MDPH personnel. All other jurisdictions with a BP1 LTAR score of 69 or greater will address areas for improvement identified in the BP1 TAR and the actionable items included in the BP2 TAR tool; those with a BP1 LTAR score of 68 or less will complete the BP2 CDC TAR tool.					
Note 3	CDC expect to release BP2 performance measure guidance, including new reporting requirements, by June 2013. Expected modifications to the performance measures changes may include, but are not limited to, fewer performance measures and required data elements as well as changes to select existing measures.					

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Regional Coalition Budget Summary
Public Health Emergency Preparedness (BP2)

Region 3D- North Shore/Cape Ann
Gloucester

Coalition Name: Region 3D- North Shore/Cape Ann
Host Agency: Gloucester

Budget Period: BP2- July 1, 2013- June 30, 2014

Description	Proposed Budget				Comments/Description
	Q1	Q2	Q3	Q4	
Staffing					

FTE					
\$/Hour					
Salaries Total	\$22,390.75	\$22,390.75	\$22,390.75	\$22,390.75	\$89,563.00
Other: (Describe)					
Fringe & Indirect	\$3,764.00	\$3,764.00	\$3,764.00	\$3,764.00	\$15,056.00
*** e.g., Program Manager, Program Director, Administrative Staff, Program Sec. Cler., Program Coordinator, Program Planner					
Sub Contract					
Name	Position				
PAE Consulting	EP Planner	\$6,250.00	\$6,250.00	\$6,250.00	\$25,000.00
Equipment					
Item Description	Cost				
Communications-Cell, pagers, etc.	\$5,750.00	\$5,750.00	\$5,750.00	\$5,750.00	\$23,000.00
Computer- desktop, laptop, tablet, iPad	\$75.00	\$75.00	\$75.00	\$75.00	\$300.00
Materials and Supplies					
Item Description	Cost				
Educational Materials	\$131.25	\$131.25	\$131.25	\$131.25	\$525.00
Marketing/Promotional	\$131.25	\$131.25	\$131.25	\$131.25	\$525.00
Administrative Supplies	\$143.75	\$143.75	\$143.75	\$143.75	\$575.00
Other					
Training and Technical Assistance					
Trainings:					
Travel: On a separate line for each, list the conference and # of attendees. In the "Comments/Description" column list the purpose/linkage to capabilities.					
Mileage	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$5,000.00
Other:	\$375.00	\$375.00	\$375.00	\$375.00	\$1,500.00
Admin for Host Agency	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$5,600.00
Community Allocations	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00
TOTAL PROGRAM COSTS	\$42,661.00	\$42,661.00	\$42,661.00	\$42,661.00	\$170,644.00

Budget Submitted by: K. A. Cannon Date: 6/13/13
 Budget Approved by: Robert Burke Date: 6/13/13
 Reviewed by LPH Sr. Coord. [Signature] Date: 6/13/13

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH**

SUBCONTRACTOR IDENTIFICATION LIST FOR DIRECT CARE SERVICES

Provider/Vendor Name: North Shore-Cape Ann
Emergency
Preparedness Coalition Vendor VC No.: VC600192096
Public Health
Emergency
 Program Name: Preparedness Contract ID: INTF6208P01902414045

Instructions: Providers/vendors must complete and submit to DPH at the time of initial contract execution AND when subcontract dollars and/or vendors/providers are added or deleted. This form must be signed by the DPH program representative to indicate program approval PRIOR TO the execution of said subcontract(s).

Subcontractors must agree to the Terms and Conditions set forth in the RFR, which is part of this contract. Subcontracts must be in writing, in accordance with Section 9 of the Commonwealth Terms and Conditions or the Commonwealth Terms and Conditions for Human and Social Services. Providers may use the standard subcontract template available through DPH contract managers. All subcontracts must be available for review by authorized agents of the Commonwealth. DPH may require the submission of any subcontract at any time during the contract period.

1. Total Subcontract Dollars* \$ 25,000

2. Amount of #1 allocated to identified subcontractors (list below): \$ 25,000

Subcontractor Name/Vendor Number	Subcontract Amount	Type of Service provided and number of service units, if applicable
BME Consulting	25,000	Emergency Preparedness Deliverables
TOTAL: (Must = #2 above)	25,000	

3. Amount of #1 not yet allocated to identified subcontractors: \$0

Submitted by: Karin Carroll Date: 6/24/13 Phone: 978-282-8026
 Provider/Vendor Authorized Signature
 Approved by: [Signature] Date: 6/24/13 Phone: 617-624-5080
 DPH Program Manager

* For contracts using Attachment 3, the Program Budget Form, 2 + 3 must = Line 206 of the form.

Capability Linked to Budget
Public Health Emergency Preparedness (BP2)

Coalition: North Shore/Cape Ann - Region 3D

Host Agent: Gloucester

Capability #	Capability Description	Funding	General Description of Activities & Expenses by Capability
Capability 1	Community Preparedness	\$ 50,000	
Capability 2	Community Recovery	\$	
Capability 3	Emergency Operations Coordination	\$ 5,000	Drills/ planning activities involving Emergency Managements
Capability 4	Emergency Public Information and Warning	\$ 15,000	Trainings and drills of our Communication protocols. Topical press/media campaigns as needed.
Capability 5	Fatality Management	\$	
Capability 6	Information Sharing	\$ 15,000	Multidisciplinary teams, communication equipments and protocols.
Capability 7	Mass Care	\$ 20,000	Shelter drills and planning, training MRC and staff.
Capability 8	Medical Countermeasure Dispensing	\$ 30,000	Updating and drilling annual plans.
*	Medical Material Management and Distribution	\$	
Capability 10	Medical Surge	\$ 5,000	Updating and drilling annual plans.
Capability 11	Non-Pharmaceutical Interventions	\$	
Capability 12	Public Health Laboratory Testing	\$	
Capability 13	Public Health Surveillance and Epidemiological Investigation	\$ 5,000	Establishing and expanding surveillance esp re heat adverse events, flu, EEE etc. Partner with hospitals re heat.
Capability 14	Responder Safety and Health	\$	
Capability 15	Volunteer Management	\$ 25,644	Volunteer Coordinator (part time) and trainings to recruit, train and retain MRC.
		\$ 170,644	

Red indicates activities MDPH not prioritizing in BP2.

Submitted by: R. M. Cannon
(Host Agent)

Date: 6-13-13

Approved by: Noreen Burke
(Coalition Designee)

Date: 6/13/13

DPH Review: [Signature]

Date: 6/13/13

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Health (Public Health Emergency Preparedness)

ACCOUNT NAME: Public Health Emergency Preparedness

FUND NUMBER AND NAME: (N/A FOR NEW FUND) 292064

CFDA # (Required for Federal Grants): 93.074

DATE PREPARED: 7/22/2013

APPROVED
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (45800)				
	170,644			\$170,644.00
				\$0.00
				\$0.00
Total:	\$170,644.00	\$0.00	\$0.00	\$170,644.00
EXPENSE (5)				
51000	\$89,563.00			\$89,563.00
51840	\$15,056.00			\$15,056.00
52002	\$25,000.00			\$25,000.00
53401	\$23,000.00			\$23,000.00
52414	\$300.00			\$300.00
54203	\$525.00			\$525.00
Marketing/promo	\$525.00			\$525.00
54000	\$575.00			\$575.00
53499	\$5,000.00			\$5,000.00
57100	\$1,500.00			\$1,500.00
57000	\$5,600.00			\$5,600.00
54001	\$4,000.00			\$4,000.00
Total:	\$170,644.00	\$0.00	\$0.00	\$170,644.00

DEPARTMENT HEAD SIGNATURE _____

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____

3 Pond Road
Gloucester, MA 01930



Tel 978-282-3027
Fax 978-282-3035

CITY OF GLOUCESTER
COMMUNITY DEVELOPMENT DEPARTMENT
GRANTS OFFICE

Memorandum

To: Carolyn Kirk, Mayor
From: Deborah Laurie, Senior Project Manager
CC: Tom Daniel, Community Development Director
Date: July 23, 2013

Re: Program Year 2013 HOME Grant

On Tuesday, May 28, 2013, the City Council voted to approve the HOME allocation of \$59,559.00 (see attached).

However, the amount the City will be receiving is \$61,978. Please request the City Council to amend their original vote to accept an additional \$2,419 in HOME funds.

As you are aware these funds are utilized in the City of Gloucester's First Time Homebuyer program for down payment and closing cost assistance. The First-Time Homebuyer Program expands access to homeownership for low and moderate-income persons, with a long-term benefit from a relatively small investment by the city (a maximum of \$10,000). With HOME funds, the city will provide down payment and/or closing cost assistance to approximately six (6) low and moderate-income households.

Thank you.



Gloucester City Council
CERTIFICATE OF VOTE
Certificate Number: 2013-138

The Gloucester City Council, at a meeting held on **Tuesday, May 28, 2013**
at 7:00 p.m. in the Kyrouz Auditorium, City Hall, voted to approve the following:

IN CITY COUNCIL:

MOTION: On motion by Councilor Ciolino, seconded by Councilor Cox, the City Council voted 8 in favor, 0 opposed, 1 absent, under MGL c. 44, §53A to accept anticipated grants in the amount of \$886,926.00 for the Community Development Block Grant Program from the U.S. Department of Housing and Urban Development for PY2013 and the anticipated HOME grant from the North Shore HOME Consortium in the amount of \$59,559.00.

Linda T. Lowe, City Clerk

Date: JUN 24 2013

APPROVED BY THE MAYOR

Carolyn A. Kirk, Mayor

VETOED BY THE MAYOR

Carolyn A. Kirk, Mayor

SIGNED THIS 27 DAY OF June, 2013

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

A TRUE COPY ATTEST

CITY CLERK



Nineteen Harbor Loop
Gloucester, MA 01930

TEL 978-282-3012

FAX 978-281-4188

jcaulkett@gloucester-ma.gov

CITY OF GLOUCESTER
HARBORMASTER'S OFFICE

Memorandum

From: Jim Caulkett, Harbormaster
To: Mayor Carolyn Kirk
Date: July 19, 2013
Subject: Mayor's Report to Council

Mayor Kirk,

Will you forward in your next Report to Council the attached contract/grant request for the Clean Vessel Act, pumpout boat grant program.

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

Sincerely,

Jim Caulkett

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 under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a): <u>Gloucester</u>		COMMONWEALTH DEPARTMENT NAME: Dept of Fish and Game, Div of Marine Fisheries.	
Legal Address: (W-9, W-4, T&C):		MMARS Department Code: FWE	
Contract Manager:		Business Mailing Address: 251 Causeway St. Suite 400, Boston, MA 02114	
E-Mail:		Billing Address: Annisquam River Station, 30 Emerson Avenue, Gloucester, MA 01930	
Phone:	Fax:	Contract Manager: George Saliba	
Contractor Vendor Code:		E-Mail: George.Saliba@state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD ___		Phone: 617-727-3336	
(Note: The Address ID must be set up for EFT payments.)		Fax: 617-727-3337	
NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__.	
<input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ _____. (or "no change")	
<input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
<input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)		<input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)	
<input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, 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 <u>Employment Status Form</u> ; 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, scope and budget)		<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total If Contract is being amended), \$ <u>9,1500</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> 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 ___ statutory/legal 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> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Provision of Services pursuant to the Clean Vessel Act.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .			
<input type="checkbox"/> 2. may be incurred as of ____, 20__, 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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30/</u> , 20 <u>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.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>Carolyn A. Kirk</u> Date: <u>8/5/13</u>		X: _____ Date: _____	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Carolyn A. Kirk</u>		Print Name: <u>Kevin Creighton</u>	
Print Title: <u>Mayor</u>		Print Title: <u>Chief Fiscal Officer</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "ADD01") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paving and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the [Official Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 26](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16, s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#). If qualified through the SBPP SmartBid subscription process at [www.comm-pass.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 524** (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). **Executive Order 523** (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

ATTACHMENT A
Segment V-13-D-1
(19)
Scope of Services

Gloucester

In consideration of a Clean Vessel Act grant by the Commonwealth of Massachusetts Division of Marine Fisheries, hereinafter called the Division, in the amount of nine thousand five hundred (\$9,500.00) dollars, the City of Gloucester, hereinafter called the City, shall service the resident and transient boaters of Gloucester and environs by providing a program to collect and legally dispose of sewage from vessel holding tanks and portable toilets. In order to provide said program the city shall acquire and/or operate and maintain the following equipment:

Section 1

- A. Appended to this document and identified as Addendum A is a list of equipment acquired by the City, which shall be incorporated by reference herein.
- B. Such sewer connection materials transfer stations fittings etc. as are necessary to make the equipment identified in Addendum A operational.
- C. Miscellaneous safety equipment and gear as is necessary for the safe operation of the pumpout equipment.
- D. Such supplies including, but not limited to, fuel and oil as are necessary to operate and maintain the equipment identified above.
- E. Replacement or repair of motors and equipment including new outboard engines for pumpout boats if necessary to continue pumpout operations.

Section 2

The City shall be responsible for providing the personnel necessary to operate and maintain the pumpout equipment identified in Section 1 above.

Section 3

The City agrees that the use of the equipment funded under this contract and the pumpout services provided by the employees funded under this contract shall be at no cost to the boater (i.e. no per-pumpout fee). Pumpout services shall be available to the boater during reasonable business hours in the boating season. The City further agrees that the equipment funded under this contract will remain in use and be

dedicated to the purpose of providing pumpout service to the general boating public for the useful life of such equipment notwithstanding the expiration of this contract.

Section 4

The City shall secure such legally binding agreements with all collaborators utilizing such equipment as are necessary to assure that the provisions of Section 3 above are carried out; shall secure and safely preserve a copy of same in the City and shall attach a copy of all such agreements to this contract.

Section 5

The City agrees that it will collect, hold, transport, and dispose of the sewage generated from this program in accordance with all applicable federal, state, and local laws and regulations. The City shall secure an agreement with a properly licensed waste hauler or with a person having charge of a properly licensed wastewater Treatment facility to assure that the waste collected by this pumpout program will be properly disposed of. A copy of said Agreement shall be attached to this contract.

Section 6

The City agrees to erect a sign to be provided by the Division at each pumpout facility wherein funding is received under this grant which will acknowledge that the facility was constructed or improved with funds from the Clean Vessel Act.

Section 7

The City shall provide such planning, legal, accounting, and general oversight services and shall keep and maintain such fiscal and personnel records in accordance with generally accepted accounting principles so as to assure the proper administration of this contract.

- A. It shall be the sole responsibility of the City to provide insurance coverage for all equipment purchased with CVA funds.

Section 8

The City shall maintain a log of pumpouts performed by each pump in accordance with this contract and, in addition, keep a running account of gallons pumped by each pump.

Section 9

The City agrees to encourage use of the pumpout facilities by the use of signs, brochures, flags, cards, or any other practical means. Expenses related to this section are 75% reimbursable according to the terms stated in Section 8, Attachment B, but

only after written approval by the Division.

Section 10

This contract shall be annually renewable on July 1 at the option of the Clean Vessel Act grant administrators of the Commonwealth of Massachusetts for the duration of the Federal Clean Vessel Act Grant.

Attachment B
BUDGET
Segment V-13-D-1
(19)
Gloucester

Section 1

Payments not to exceed seventy-five percent (75%) of the cost of items in Section 1 of Attachment A shall be made by the Commonwealth upon receipt of invoices, bills of lading or other such documentation from vendors doing business with the City. The City shall hold and safely preserve the original invoice or other documentation in the City and shall sign one copy of same and send it together with a narrative describing what is being purchased to the Division of Marine Fisheries, 251 Causeway Street, Suite 400, Boston, Massachusetts 02114. The Town understands and agrees that the grant amount of nine thousand five hundred (\$9,500.00) dollars provided by this contract represents the Federal share of the total project cost and that the City shall be responsible for providing the non-Federal share of not less than 25% of the total project costs.

Section 2

The Commonwealth will make no payments unless the invoices, bills of lading or other such acceptable material are accompanied by a copy of the log identified in Section 8, Addendum A of this contract, giving the number of boats and approximate gallons pumped for the period represented by the invoices and other documentation of pumpout expenses.

Section 3

Payments not to exceed seventy-five (75%) percent of the operation and maintenance cost including sewage disposal fees, vaccinations, slip and storage fees, supplies and other items and services necessary and reasonable for the operation of the pumpout project shall be made by the Commonwealth upon receipt of proper invoices as provided above.

Section 4

Payments not to exceed seventy-five (75%) of the cost of personnel identified in Section 2 of Attachment A shall be made by the Commonwealth upon receipt of (1) a copy of a City payroll warrant, (2) a Daily Narrative Report provided by the Division of Marine Fisheries and signed by a supervisor having responsibility for such employees, and (3) an affidavit signed by the City's chief financial officer affirming that pumpout duties described on the time sheet were performed in accordance with this contract. The City shall be responsible for the payment of the remaining non-Federal twenty-five

(25%) percent of the cost of the personnel identified in Section 2 of Attachment A. Payments to reimburse City employees for operating pumpout equipment cannot exceed \$12 per hour, regardless of the employee's actual salary, but can be less if the employee is paid less than \$16 per hour.

The Commonwealth shall pay the City the reasonable and necessary fringe and indirect costs for those City employees hired pursuant to Section 2 of Attachment A in an amount computed in the following manner:

Indirect costs: Payment of not more than ten percent (10%) times the salaries paid to the City personnel necessary to operate and maintain the pumpout equipment identified in Section 1 of Attachment A.

Fringe costs. An amount equal to the amount paid by the City for health insurance and retirement for the City personnel necessary to operate and maintain the pumpout equipment identified in Section 1 of Attachment A.

No fringe or indirect costs shall be paid by the Commonwealth for employees hired by a collaborator.

Section 5

The Commonwealth shall reimburse the City for items of equipment owned by the City or its collaborators and for services rendered by the City or its collaborators if such equipment or services are (a) necessary, reasonable and directly related to the pumpout program (b) not funded by any other Federal grant or program and are adequately documented as determined by the Division.

Requests for reimbursements for equipment that will be donated to the pumpout program by the City or by a collaborator shall be accompanied by an appraisal report conducted by a qualified disinterested appraiser, which shall clearly identify the equipment and the fair market value of such equipment. The City agrees that all such equipment donated to the pumpout program shall be dedicated to the pumpout program for the useful life of that equipment notwithstanding the expiration of this contract. If reimbursement is requested for items of equipment donated by collaborators the City shall also secure and forward to the Division an agreement from the collaborator attesting to his donation of such equipment and the continued dedication of such equipment for the useful life of said equipment.

Requests for reimbursement for equipment that will be loaned to the pumpout program by the City or by a collaborator for the duration of this contract shall be accompanied by a statement by a qualified disinterested appraiser, which shall clearly identify the equipment and the fair rental rate for such equipment for the period of this contract.

The City agrees that such equipment loaned to the pumpout program shall be dedicated to the pumpout program for the period of this contract. If reimbursement is requested for items of equipment loaned by collaborators the City shall also secure an agreement from the collaborator attesting to his loan of such equipment for the duration of this contract and the continued dedication of such equipment for the duration of this contract.

Section 6

Request for reimbursement for services provided by existing City employees shall be made by the Commonwealth upon receipt of City payroll warrants and signed time sheets covering the employees who provided such services. Other reimbursable expenditures shall include legal, construction, electrical, and plumbing services.

Section 7

Request by the City for reimbursement for services donated to the City by a collaborator shall be made by the Commonwealth upon receipt of documentation that identifies the methodology that was used to determine the value of the donation and stipulates that the reimbursement requested by the City does not exceed the fair market value of the donation. If any services donated to the City include the cost of personnel to utilize such equipment as is acquired under Addendum A of Attachment A, the City shall provide time sheets and collaborator payroll warrants in the same manner as provided in Section 3 of this Attachment.

Section 8

The Commonwealth's share of the cost of the items and services identified in Attachment A, in combination with the services in Section 5, Attachment B, shall not exceed \$ 9,500.00

Section 9

All invoices submitted for grant reimbursement should be sent in a timely manner. No invoice for CVA expenses incurred during the fiscal year which ends on June 30 shall be accepted for payment if it arrives at the Clean Vessel Act Grant Program offices after the following July 30th.

Section 10

Equipment purchased with Clean Vessel Act funds identified in Attachment A shall be used by the City for pumpout purposes and no other purpose, whether or not the pumpout program continues to be supported by grant funds. Observed/reported incidents of unauthorized use of CVA equipment shall be addressed in the following *Marine Fisheries'* management procedures:

- 1) Any observed/reported incident of unauthorized use of CVA funded vessels will be followed-up by a Marine Fisheries communication with the appropriate operator. Marine Fisheries may conduct site visits or contact area boaters for supplemental information as necessary. The pumping out of commercial vessels with CVA funded equipment is strictly prohibited.
- 2) In those instances where Marine Fisheries determines that an unauthorized use of a CVA funded vessel has occurred, Marine Fisheries will provide written notification to the operator of its determination with a warning that continued misuse or abuse of CVA-funded vessels and equipment may result in:
 - a) the loss of O&M and/or equipment replacement funds;
 - b) the removal of misused equipment from the facility; and/or
 - c) an assessment against the operator by the Department of Fish and Game for reimbursement of the federal contribution against the current market value of the vessel (e.g., a vessel with a current market value of \$20,000 would require the operator to reimburse the CVA Program the sum of \$15,000).
- 3) The Department of Fish and Game shall conduct an adjudicatory proceeding in accordance with the relevant provisions of G.L. c.30A and 801 CMR 1.01 prior to the assessment of any reimbursement of the federal contribution against the current market value of the vessel as provided for in paragraph 2.c. An independent marine surveyor shall be contracted by Marine Fisheries to provide all necessary and appropriate valuations.

Section 11

When acquiring replacement equipment, the City may use the equipment to be replaced as a trade-in or the City may sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Division. If the City is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

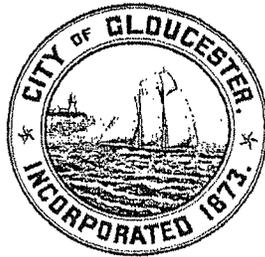
When original or replacement equipment acquired under this grant is no longer needed or the City is no longer able to support the pumpout program, disposition of the equipment shall be made as follows:

- 1) The equipment may be transferred at no cost to another CVA subgrantee (e.g., marina, yacht club, or governmental agency) if such equipment will remain in use and be dedicated to the pumpout program. The conditions for such transfer shall be stipulated by the Division and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.

- 2) If the equipment cannot be transferred to another CVA subgrantee, it must be sold at the discretion of the Division, and the City shall pay the Division the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.
- 3) In compliance with the Executive Office of Environmental Affairs' "Clean Boat Engine" policy, all boat motors purchased with CVA funding must be "clean" (i.e., 4-stroke or DFI 2-stroke) motors.

ADDENDUM A

1. Pumpout boat purchased earlier with CVA funds.



City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal Other _____

Name of Grant: CLEAN VESSEL ACT

Department Applying for Grant: HARBORMASTER'S OFFICE

Agency-Federal or State application is requested from: MASS. DIVISION MARINE FISHERIES

Object of the application: PUMPOUT BOAT GRANT \$9,500.00

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 8/5/13
Signature Date

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

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

City Council's Approval or Rejection: _____
Vote Date

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

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

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

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

FORM: AUDIT GRANT CHECKLIST - V.1

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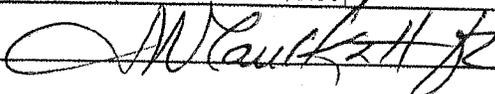
CITY OF GLOUCESTER

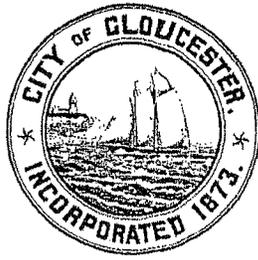
ACCOUNT BUDGET

DEPARTMENT NAME: HARBORMASTER'S OFFICE
 ACCOUNT NAME: CLEAN VESSEL ACT
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) 291 0000 02 PROMPT REPAIR REIMBURSEMENT
 CFDA # (Required for Federal Grants): 15.616
 DATE PREPARED: 7/31/2013

APPROVED
 AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4 _____)				
	9,500.00			\$0.00
				\$0.00
				\$0.00
Total:	9,500.00	\$0.00	\$0.00	\$0.00
EXPENSE (5 _____)				
51200	7,500.00			\$0.00
52000	2,000.00			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	9,500.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE: 
 DATE ENTERED (AUDIT): _____ AUDITING DEPARTMENT INITIALS: _____



**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.



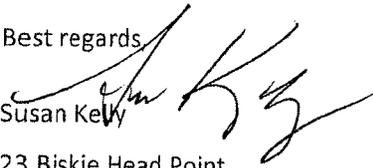
July 23, 2013

Dear Mayor Kirk,

Thank you for your support in the first Gloucester Garden Tour for many years. We had 279 attendees from 27 towns across Massachusetts. Everyone said it was a terrific event and many Gloucester residents commented that they had lived in Gloucester for many years and didn't know we had such lovely gardens on the Boulevard between the Fishermen's Wives Memorial and Stage Fort Park. We also brought the new HarborWalk butterfly gardens to everyone's mind and Kim Smith gave two great educational tours in the afternoon through those gardens.

We made \$5,004.00 on the tour between the ticket prices and a raffle. We would like to use \$2,502 of this money to plant annuals and replace the Nepeta at the Fishermen's Wives Memorial next year and the other \$2,502 we would like to donate to the City of Gloucester to support the maintenance of the HarborWalk butterfly gardens. I understand that this request to donate for a specific purpose must be approved by the City Council and then a special account would be created to hold the funds as they are used for that purpose.

Best regards,


Susan Kelly

23 Biskie Head Point

Gloucester, MA 01930



Office of the Fire Chief
Eric L. Smith
CITY OF GLOUCESTER FIRE DEPARTMENT
8 School St.
Gloucester, MA 01930
978-281-9760 office



Memorandum

TO: CAO Duggan

FROM: Chief Smith

RE: Request to pay FY13 training reimbursement w/FY14 budget

DATE: 7/30/13

cc: Mayor Kirk, Christine Pantano

Mr. Duggan,

I am requesting authorization from the City to pay a training reimbursement for Fire Inspector Bouchie that was incurred in FY13 but submitted in FY14. Firefighter Bouchie attended a Fire Prevention training seminar in mid-June. Please see attached back-up.

A handwritten signature in black ink, appearing to be "E. Smith", written over a horizontal line.

Fire Chief Eric L. Smith

Gloucester Fire Training Reimbursement

To be charged against Fire Department Training Account # 101000.10.220. 53065.0000.00.000.00.052

The following member has attended a training session for continuing education and is requesting reimbursement for out of pocket expenses:

Member's Name: Albert P. Bouchie

Course Attended: MAIAAI Seminar

Date(s) Attended: June 11 - 14 2013

OEMS Approval #: _____

(If requesting EMS continuing education pay you must submit Form 5 to Sue Mills)

Location of Course Attended: Falmouth MA

Mileage per day: _____ Total Mileage: _____
 (Attach Mapquest sheet with starting and ending destination documenting mileage).

Mileage reimbursement request: (Total Mileage X \$0.565 cents per mile) \$ _____

Tolls reimbursement request: (Toll Receipt (s) attached) \$ 3.00

Meals reimbursement request: (Receipt (s) attached) \$ 37.63

Course Fee reimbursement request: (Documentation Attached) \$ _____

Any Course fee greater than \$50.00 must be approved in advance.

Accommodations: (Must be approved in advance)

Name/Location of lodging Sea Crest Beach Motel

Number of Nights 3 at \$ 139.00 per night.

Total for accommodations (Documentation attached) \$ 417.00

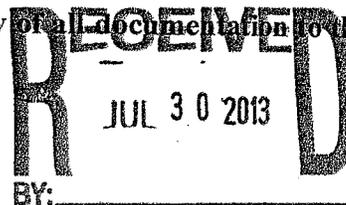
Miscellaneous reimbursement request: (Documentation attached) \$ 40.44

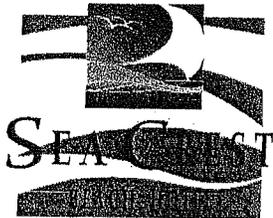
TAXES

Total Reimbursement request: \$ 498.07

Employee Signature: Albert P. Bouchie Date: 7/30/2013

In order to be reimbursed promptly, please place the originals and one copy of all documentation to the Training Deputy's mailbox.





Sea Crest Beach Hotel

Cape Cod & The Islands

350 Quaker Road • North Falmouth, Massachusetts 02556

Tel: 508-540-9400 Fax: 508-548-0556

www.seacrestbeachhotel.com

Bouchie, Phil
8 School St.
Gloucester, MA 01930

FOLIO NO.: 1050IW
ROOM NO.: 7185
ARRIVE: 06/11/13
DEPART: 06/14/13
RATE/PACKAGE: 139.00
RATE/PACKAGE DESCRIPTION: Mass Arson Room Charge
NO. IN PARTY: 1
DEPOSIT REC'D: 495.07
CLERK: AG

DATE	DESCRIPTION	CHARGES	PAYMENTS
04/17/13	992201 XXXX5426		152.48
06/11/13	230001 Reds Restaurant Rm#3019	24.79	
06/11/13	114001 Mass Arson Room Charge	139.00	
06/11/13	810201 State Tax	7.92	
06/11/13	810101 City Tax	5.56	
06/12/13	114001 Mass Arson Room Charge	139.00	
06/12/13	810201 State Tax	7.92	
06/12/13	810101 City Tax	5.56	
06/13/13	230001 Reds Restaurant Rm#3296	12.84	
06/13/13	114001 Mass Arson Room Charge	139.00	
06/13/13	810201 State Tax	7.92	
06/13/13	810101 City Tax	5.56	
06/14/13	992201 XXXX5426		342.59
	Subtotals	\$ 495.07	495.07

PAID IN FULL --- THANK YOU!

I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

Guest Signature _____

THANK YOU
TOBIN BRIDGE
MassDOT
Lane #14

06-11-13 14:53
\$ 3.00