



GLOUCESTER CITY COUNCIL

Budget & Finance Committee

Thursday, November 13, 2014 – 5:00 p.m.

1st Fl. Council Committee Rm. – City Hall

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

1. *Special Budgetary Requests: 2015-SBT-17 – 2015-SBT-20 from Police Department*
2. *Memorandum, Grant Application and Checklist re: acceptance of a U.S. DEA Overtime Funding for FY15 in the amount of \$17,374.25*
3. *Memorandum from Public Health Director re: acceptance of MDPH Bureau of Community Health and Prevention, Mass in Motion Cape Ann Grant in the amount of \$110,000*
4. *Special Budgetary Request 2015-SBT-19 from Community Development*
5. *Correspondence from Mass. Cultural Council re: transfer of FY15 local Cultural Council funds In the amount of \$6,940*
6. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

COMMITTEE

Councilor Melissa Cox, Chair

Councilor William Fonvielle, Vice Chair

Councilor Paul McGeary

CC: Mayor Carolyn Kirk
Salvatore DiStefano, Sr.
Kenny Costa
John Dunn
Noreen Burke/Stephen Winslow
Martin Ray

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

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2015**

 X INTER-departmental requiring City Council approval - 6 Votes Required
 INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2015-SBT- 18 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: Police

DATE: 10/2/2014 BALANCE IN ACCOUNT: \$ 14,555.68

(FROM) PERSONAL SERVICES ACCOUNT #

Unfund Account #
101000.10.292.51100.0000.00.000.00.051

(FROM) ORDINARY EXPENSE ACCOUNT #

Unfund Account #

ANIMAL CONTROL, SAL/WAGE-PERM POS

Account Description

DETAILED EXPLANATION OF SURPLUS:

**ANIMAL CONTROL OFFICER DID NOT START UNTIL
10/5/2014**

(TO) PERSONAL SERVICES ACCOUNT #

Unfund Account #
101000.10.218.51250.0000.00.000.00.051

(TO) ORDINARY EXPENSE ACCOUNT #

Unfund Account #

POLICE-PARKING, SAL/WAGE- P/T POS

Account Description

DETAILED ANALYSIS OF NEED(S):

ACCOUNT UNDER BUDGETED FOR

TOTAL TRANSFER AMOUNT:

\$ 67.95

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$ 14,487.73

TO ACCOUNT: \$ -

APPROVALS:

DEPT. HEAD:

OK 10/2/14
[Signature]

DATE: 10/2/14

ADMINISTRATION:

[Signature]

DATE: 10/21/14

BUDGET & FINANCE:

DATE: _____

CITY COUNCIL:

DATE: _____



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

Chief Leonard Campanello
(978)281-9775

Memorandum

August 27, 2014

To: Mayor Carolyn Kirk

From: Chief Leonard Campanello

RE: U.S. DEA Overtime Funding for FY2015

Mayor Kirk,

The Gloucester Police Department has had a detective assigned to the Drug Enforcement Agency for the past five years. As part of this agreement, the DEA will reimburse the city for the first **\$17,374.25 in overtime** for this officer in FY2015. This has been a long standing yearly agreement between the DEA and the Gloucester Police Department, as well as all other communities that participate in the program.

There is no match requirement for this grant. I am requesting this correspondence be forwarded to City Council for approval to accept the funding up to **\$17,374.25** in reimbursement overtime costs for Fiscal 2015.

Respectfully,


Leonard Campanello
Chief of Police



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

Granting Authority: State _____ Federal X Other _____

Name of Grant: FY15 Organized Crime Drug Enforcement Task Force

Department Applying for Grant: Police Department

Agency-Federal or State application is requested from: Drug Enforcement Admin. (DEA)

Object of the application: Funds for overtime worked on federal drug enforcement

Any match requirements: None

Mayor's approval to proceed: *[Signature]* 10/21/14
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

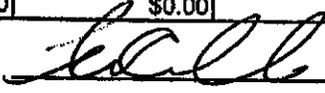
ACCOUNT BUDGET

DEPARTMENT NAME: Police Department
 ACCOUNT NAME: FY15 Organized Crime Drug Enforcement Task Force
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) N/A
 CFDA # (Required for Federal Grants): 16.004
 DATE PREPARED: 8/26/2014

APPROVED
 AMENDED BUDGET
 (IF APPLICABLE)

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
	\$17,374.25			\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
				\$0.00
51300	\$17,374.25			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$17,374.25 \$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE



DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____

Appendix D

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 30th day of September, 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Gloucester Police Department (hereinafter "GPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Massachusetts, the parties hereto agree to the following:

1. The Task Force Group 2 Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the New England area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Massachusetts.
2. To accomplish the objectives of the Task Force Group 2 Task Force, the GPD agrees to detail (1) experienced officers to the Task Force 2 Task Force for a period of not less than two years. During this period of assignment, the GPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The GPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The GPD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Task Force Group 2 Task Force, DEA will assign (1) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GPD officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Task Force Group 2 Task Force, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force Group 2 Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payments made by it to GPD officers assigned to the Task Force Group 2 Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,374.25), per officer. *Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."*

7. In no event will the GPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The GPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The GPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

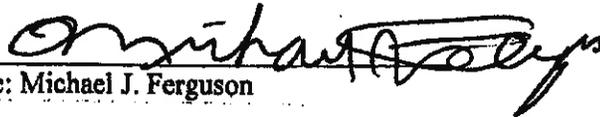
10. The GPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The GPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The GPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the GPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the GPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

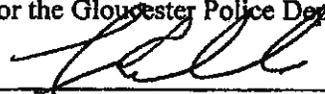
13. The term of this agreement shall be effective from the date in paragraph number one until September 29, 2015. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GPD during the term of this agreement.

For the Drug Enforcement Administration:

 Date: 09/12/14
Name: Michael J. Ferguson

Title: Acting Special Agent in Charge

For the Gloucester Police Department:

 Date: 8/26/14
Name: Leonard Campanello

Title: Chief of Police

Memorandum

To: Mayor Carolyn A. Kirk

From: Noreen Burke, Public Health Director
Tom Daniel, Community Development Director

CC: Steve Winslow, Mass in Motion: Cape Ann Coordinator
Rich Sagall, Chair Gloucester Board of Health

Date: 10/20/2014

Re: MDPH Bureau of Community Health and Prevention, Mass in Motion Cape Ann Grant Award

Dear Mayor Kirk,

The Gloucester Community Development and Health Departments are pleased to report that the MDPH Bureau of Community Health and Prevention will provide the City of Gloucester with a 3 year new grant award in the amount of \$110,000. Broken out by Fiscal Year the award amounts are (FY 15: \$30,000, FY 16: \$40,000, and FY 17: \$40,000)

We respectfully seek Mayoral and City Council approval to use these funds.

Mass in Motion: Cape Ann expands on the efforts of Get Fit Gloucester to create an environment on Cape Ann that supports physical activity and provides access to healthy foods.

The City of Gloucester Health and Community Development Departments will lead this regional coalition serving the City of Gloucester and the towns of Essex, Manchester and Rockport.

The successful grant application leveraged the earlier success of the Get Fit Gloucester! program. Under the leadership of Steve Winslow Get Fit Gloucester! was instrumental in facilitating the reconstruction of Newell Stadium and Burnham's Field, supporting the Cape Ann Farmers Market and diabetes prevention.

Major grant strategies to be implemented over a 3 year period include improving the built environment by undertaking policy, systems and environmental changes that create more Active Streets. The funding will help increase access to healthier food for diabetic and pre-diabetic populations, and increase opportunities for physical activity through open space and recreation planning among all the Cape Ann communities.

October 20, 2014

We appreciate your leadership and your ability to champion this work of improving the built environment so that our community members can incorporate physical activity and healthy eating into their daily routines.

Staff will be available to answer City Council questions.

Thank You for your ongoing support.



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

Granting Authority: State X Federal _____ Other _____

Name of Grant: Mass in Motion Municipal Wellness & Leadership Initiative

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: The Massachusetts Department of Public Health (MDPH), Bureau of Community Health and Prevention

Object of the application: To implement local policy, systems, and environmental change strategies to prevent and reduce overweight/obesity, chronic disease, and associated risk factors and to create healthier communities.

Any match requirements: NO

Mayor's approval to proceed: _____
Signature *[Handwritten Signature]* Date 10/21/14

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

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

City Council's Approval or Rejection: _____
Vote _____ Date _____

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

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

Grant Budget by line item account: _____

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

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



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

DEVAL L. PATRICK
GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

CHERYL BARTLETT, RN
COMMISSIONER

Tel: 617-624-5070
Fax: 617-624-5075
www.mass.gov/dph

August 27, 2014

Noreen Burke
City of Gloucester
3 Pond Road
Gloucester, MA 01930

Re: **Mass in Motion**
Contract#: INTF4200P01502925082

Dear Ms. Burke:

The Massachusetts Department of Public Health is pleased to inform you that your agency is being awarded funding through a new grant (502925).

The award amounts are indicated below:

FY15: October 1, 2014 – June 30, 2015:	\$ 30,000.00
FY16: July 1, 2015 – June 30, 2016:	\$ 40,000.00
FY17: July 1, 2016 – June 30, 2017:	\$ 40,000.00
Total Maximum Obligation for All Years (FY15-FY17):	\$110,000.00

Options to Renew:	No
Change of Scope Required:	Yes
Conditions Attached:	Yes
Federal Funds:	Yes

Please read any attached conditions and respond within the timeframe specified. Complete and return the enclosed contract to the MDPH Purchase of Service (POS) Office by the date indicated on the face page of the contract package. If you have any questions regarding this award, please contact the people indicated below:

Program Contact: Melissa Lucien, 617-624-5539, melissa.lucien@state.ma.us
Purchase of Service Contact: Luz Bonano, 617-624-5812, luz.bonano@state.ma.us

This award is subject to funding by the legislature and/or federal grantor. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

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

An annual contract performance review process will be conducted for this contract. The contract performance review will include the examination of the results and measures component of the contract as well as overall performance related to the Scope of Service and DPH Contracting Principles.

On behalf of the Department, I want to thank you for your continued commitment to improve the health of the people of the Commonwealth.

Sincerely,



Elizabeth Barry
Director of Administration and Finance
Bureau of Community Health and Prevention

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/ose under [Guidance For Vendors - Forms](#) or www.mass.gov/ost under [OSD Forms](#).

CONTRACTOR LEGAL NAME: City Of Gloucester (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MARS Department Code: DPH	
Local Address (N-G, W-I, T&C): 9 Dale Ave Ste 2, Gloucester, MA 019303000		Business Mailing Address: 250 Washington Street, Boston, MA 02108	
Contract Manager: Noreen Burke		Billing Address (if different):	
E-Mail: nburke@gloucester-ma.gov		Contract Manager: Charlot Lucien	
Phone: 978-282-8016		E-Mail: charlot.lucien@state.ma.us	
Fac: 978-282-8016		Phone: 617-624-6532	
Fac: 978-282-8016		Fac: 617-624-6082	
Contractor Vendor Code: VC6000192098		MARS Doc ID#: DTF4200P01502925082	
Vendor Code Address ID (e.g. "AD901"): AD901 (Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 902628	
<p style="text-align: center;">X NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants §15 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Legislative/Equal or Other (Attach authorizing language/justification, scope and budget)		<p style="text-align: center;">___ CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: ___/___/20___ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ Amendment to Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ 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 ___ 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 §15 CMR 9.00. ___ 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 <u>new Total</u> if Contract is being amended). \$ <u>110,000.00</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. 28, § 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 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.) Grants To Public Entities - Implement local policy, systems and environmental change to prevent and reduce overweight/obesity, chronic disease and associated risk factors and to create healthier communities.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>10/01, 2014</u> , a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . ___ 3. were incurred as of ___/___/20___, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2017</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 Contractor Certifications (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 Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , 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 §21 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>9/4/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carolyn A. Kirk</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>9/19/2014</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Offices</u>	

Mass In Motion Scope of Work and Contract Conditions FY15-FY17

SCOPE OF WORK

The purpose of the Mass In Motion Municipal Wellness and Leadership Initiative is to implement local policy, systems and environmental change strategies to prevent and reduce overweight/obesity, chronic disease and associated risk factors and to create healthier communities. Interventions will focus on healthy eating, active living, and promotion of healthy and safe physical environments. The initiative is municipal led with the creation of a multi-sector partnership to develop and implement the community-level strategies. Grantees will use the funds to transform where their residents live, work, play and go to school so that they can lead healthier, more productive lives. Grantees should focus on reducing disparities and health inequities. Strategies must be consistent with best practices from the Centers for Disease Control and Prevention (CDC) and evidenced-based practice such as recommendations from the Institute of Medicine and Robert Wood Johnson Foundation. Mass In Motion is a multi-faceted initiative and all local strategies as part of the Municipal Wellness and Leadership program must be consistent with state-wide, MDPH lead Mass In Motion efforts.

Examples of comprehensive approaches to healthy eating and active living for community-level strategies include:

Increasing accessibility, availability, affordability and identification of healthful foods in communities by:

- Creating incentives to attract supermarkets or grocery stores to underserved neighborhoods or enabling current small stores in underserved areas to carry healthier, affordable and culturally appropriate food items
- Enhancing accessibility to grocery stores through public safety efforts such as better outdoor lighting and community policing or realigning bus routes or providing other transportation to ensure residents can access supermarkets and grocery stores easily and affordably through public transportation
- Requiring menu labeling in restaurants not covered by federal law
- Offering incentives for restaurants and convenience stores that promote healthier options and/or make healthier options more readily available
- Encouraging use of SNAP and WIC benefits at farmers' markets by obtaining equipment to allow for use of EBT cards and/or leveraging additional funds to match EBT purchases.
- Introducing or modifying land use policies/zoning regulations to promote, expand, and protect potential sites for community gardens and farmers' markets, such as vacant municipal-owned land or unused parking lots, particularly in underrepresented communities/neighborhoods

SIGNATURES REQUIRED FOR CONTRACT EXECUTION

We have read and understand the scope of service and contract conditions for the Mass In Motion grant. We are aware that this grant will be reauthorized for a term of 2 years 9 months pending appropriation.

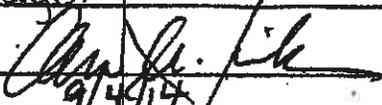
Municipality:

City of Gloucester

1. Authorized Signatory:

Print Name Carolyn A. Kirk

Title Mayor

Sign: 

Date 9/4/14

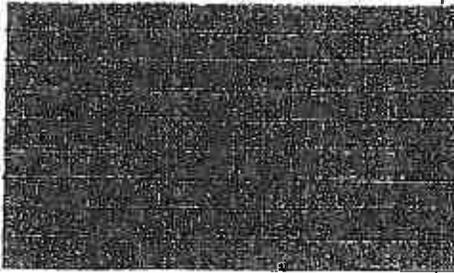
2. Mass In Motion Coordinator/Grant Manager:

Print Name _____

Title _____

Sign: _____

Date _____



\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

\$ 1,621.42	\$ -	\$ 1,621.42
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Occupancy
 Program Facility
 Facility Operations, Maint. and Perm.
3. TOTAL OCCUPANCY
 SUB TOTAL: 1 + 2 + 3

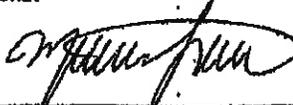
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 30,000.00	\$ -	\$ 30,000.00

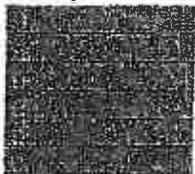
Administrative Support
 Applicable Policy Cap

4. AGENCY ADMIN. SUPPORT
5. CAPITAL BUDGET (Attach Schedule)

\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

TOTAL 1+2+3+4+5	\$ 30,000.00	\$ -	\$ 30,000.00
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FOR DPH USE ONLY Reviewed by:	FOR DPH USE ONLY Comments:	FOR DPH USE ONLY
Approved by: 	9-19-14	
Date:		



\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

2. Total Other Direct/Program

\$ 2,928.14	\$ -	\$ 2,928.14
-------------	------	-------------

Occupancy

Program Facility

Facility Operations, Maint. and Punc.

\$ -	\$ -	\$ -
------	------	------

3. TOTAL OCCUPANCY

\$ -	\$ -	\$ -
------	------	------

SUB TOTAL: 1+2+3

\$ 40,000.00	\$ -	\$ 40,000.00
--------------	------	--------------

Administrative Support

Applicable Policy Cap 10.00%

4. AGENCY ADMIN. SUPPORT

\$ -	\$ -	\$ -
------	------	------

5. CAPITAL BUDGET (Attach Schedule)

\$ -	\$ -	\$ -
------	------	------

TOTAL 1+2+3+4+5

\$ 40,000.00	\$ -	\$ 40,000.00
--------------	------	--------------

FOR DPH USE ONLY

Reviewed by:

Approved by:

Date:

[Signature]

FOR DPH USE ONLY

Comments:

9-19-14

FOR DPH USE ONLY

FOR DPH USE ONLY

**CITY OF GLOUCESTER
ACCOUNT BUDGET**

DEPARTMENT NAME: Health Department

ACCOUNT NAME: Mass In Motion

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

CFDA # (Required for Federal Grants):

DATE PREPARED: 10/16/2014

**APPROVED
AMENDED BUDGET
(IF APPLICABLE)**

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
46800	\$30,000.00			\$30,000.00
				\$0.00
				\$0.00
Total:	\$30,000.00	\$0.00	\$0.00	\$30,000.00
EXPENSE (5_____)				
51000	\$25,876.31			\$25,876.31
51720	\$517.53			\$517.53
51740	\$4.04			\$4.04
51750	\$313.28			\$313.28
51840	\$375.21			\$375.21
51860	\$1,292.21			\$1,292.21
52000	\$1,300.00			\$1,300.00
54000	\$121.42			\$121.42
57100	\$200.00			\$200.00
Total:	\$30,000.00	\$0.00	\$0.00	\$30,000.00

DEPARTMENT HEAD SIGNATURE

Noeen Burke

DATE ENTERED (AUDIT)

AUDITING DEPARTMENT INITIALS

FORM: AUDIT ACCOUNT BUDGET - V1

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2015**

____ INTER-departmental requiring City Council approval - 6 Votes Required
 ____ INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2015-SBT- 19 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: Community Development

DATE: 10/2/2014 BALANCE IN ACCOUNT: \$20,570.20

(FROM) PERSONAL SERVICES ACCOUNT # 101000.10.181.51100.0000.00.000.00.051
Unfund Account #

(FROM) ORDINARY EXPENSE ACCOUNT # _____
Unfund Account #
Community Development Sal/wage perm pos
Account Description

DETAILED EXPLANATION OF SURPLUS: Available funds

(TO) PERSONAL SERVICES ACCOUNT # 101000.10.296.51250.0000.00.000.00.051
Unfund Account #

(TO) ORDINARY EXPENSE ACCOUNT # _____
Unfund Account #
Shellfish control, Sal/wage part-time position
Account Description

DETAILED ANALYSIS OF NEED(S): to cover shortfall in part time shellfish warden salary- due to step increase

TOTAL TRANSFER AMOUNT: \$237.96

NEW BALANCE IN ACCOUNTS AFTER TRANSFER

FROM ACCOUNT: \$ 20,332.24

TO ACCOUNT: \$ _____

APPROVALS:

DEPT. HEAD:

[Signature]
[Signature]

DATE: Oct. 2 2014

ADMINISTRATION:

DATE: 10/21/14

BUDGET & FINANCE:

DATE: _____

CITY COUNCIL:

DATE: _____



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue
Boston, MA 02116-3803

617.858.2700
800.232.0960 Toll Free
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

October 15, 2014

Carolyn A. Kirk, Mayor
City of Gloucester
City Hall
9 Dale Avenue
Gloucester MA 01930-3000

Dear Mayor Kirk:

Enclosed is a contract and scope of services for the City of Gloucester that covers the transfer of FY 2015 Local Cultural Council funds from the Massachusetts Cultural Council to your local cultural council account for the Gloucester Cultural Council.

State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Massachusetts Cultural Council is not.

The contract includes: a signature page with the amount of the allocation (\$6,940), dates of service (July 1, 2014 to June 30, 2015), and a place to sign. You only need to sign it and include an email address, if possible. By using some of the contact information you provide, we hope to be able to build a database to allow more specific mailings to the officials of your municipality, including yourself. The second page is the scope of services which defines how the funds are to be expended following Massachusetts Cultural Council regulations. Lastly, the Signature Authorization page is a required form for all contracts with state agencies that clearly identifies the person or persons authorized to sign contracts for a vendor, in this case your municipality.

The contract should be signed with a completed Signature Authorization form and returned to me by November 28, 2014.

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package from your municipality. If you or any of your staff have any questions, please feel free to call me at 617/858-2722.

Thank you very much.

Sincerely,

Michael Nagle
Fiscal Officer

Attachments





MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue
Boston, MA 02116-3803

617.858.2700

800.232.0960 Toll Free

617.727.0044 Fax

mcc@art.state.ma.us E-mail

www.massculturalcouncil.org Web

Scope of Services/Budget

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in Massachusetts Cultural Council guidelines and regulations (962 CMR 2.00 – 3.00)



**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

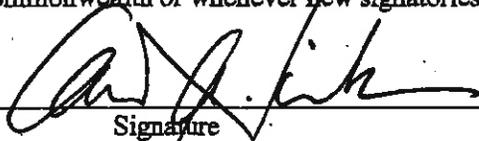
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In 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

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: 10/20/14

Title: Mayor

Telephone: 978-281-9700

Fax: 978-281-9736

Email: c.kirk@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.