

CITY CLERK  
GLOUCESTER, MA  
15 DEC -9 AM 8:06

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GLOUCESTER CITY COUNCIL  
**Budget & Finance Committee**  
Thursday, December 10, 2015 – 5:00 p.m.  
1<sup>st</sup> Fl. Council Committee Room – City Hall

\*\*\* AMENDED AGENDA \*\*\*

Individual items from committee reports may be consolidated into a consent agenda.

1. *Petitions for road repairs in accordance with GCO Article VI "Repair of Private Ways," Sec. 21-80 et seq. (Cont'd from 10/22/15)*
  - A) *Starknaught Heights; B) Starknaught Road; C) Oxford Road; D) Joseph's Way*
2. *Memo and Loan Order from the Chief Financial Officer re: Road Betterment Project proposed for Starknaught Heights, Oxford Road and Joseph's Way*
3. *Memo and accompanying documents from the Chief Financial Officer re: LED Streetlight Retrofit Project*
4. *Memo, Grant Application & Checklist from the Community Development Department re: acceptance of a Planning Assistance Towards Housing (PATH) Grant from Mass. Dept. of Housing & Community Development for \$15,000*
5. *Memo, Grant Application & Checklist from the Council on Aging re: acceptance of FY16 COA State Formula Grant for \$66,636*
6. *Memo, Grant Application & Checklist from the Public Health Director re: acceptance of a Public Health Preparedness Grant (PHEP) for \$5,840.48*
7. *Other Business:*
  - A) *Memorandum from Harbormaster & Supplementary Appropriations 2016-SA-12, 2016-SA-13, 2016-SA-14, 2016-SA-15, 2016-SA-16, 2016-SA-17 (TBC 01/07/16)*
  - B) *Memo, Grant Application & Checklist from the Harbormaster to Accept a Division of Marine Fisheries Public Access Grant in the amount of \$15,000 (TBC 01/07/16)*
  - C) *Memo, Grant Application & from Police Chief and Grant Application Check List to Accept a FY16 State 911 Support & Incentive Grant in the amount of \$61,795 (TBC 01/07/16)*
  - D) *Memo from CFO re: Allocation of General Fund Free Cash and three Supplemental Appropriation-Budget Requests (2016-SA-9, 2016-SA-10, 2016-SA-11) and the establishment of a Building Maintenance Stabilization Fund*
  - E) *Memo from CFO re: FY16 Free Cash Appropriations and three Supplemental Appropriation-Budget Requests (2016-SA-18, 2016-SA-19, 2016-SA-20)*
8. *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 Theken  
Jim Destino  
Kenny Costa  
John Dunn  
Tom Daniel  
Lucy Sheehan  
Noreen Burke  
Harbormaster Jim Caulkett  
Police Chief Leonard Campanello

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

City Hall  
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**CITY OF GLOUCESTER**  
**OFFICE OF THE TREASURER/COLLECTOR**

To: Mayor Sefatia Romeo Theken  
From: John P. Dunn, CFO   
Date: November 6, 2015  
Re: Loan Order for Road Betterment Project

Attached is a form of Loan Order for the Road Betterment project proposed for the following private ways:

Starknaught Heights  
Oxford Road  
Joseph's Way

The individual petitions presented estimated a total cost for the betterments to all four ways to be approximately \$243,000. I have rounded such amount up to \$275,000 for the purposes of this loan order to account for any contingencies that may arise. Please be advised that this loan order states that 100% of the amount needed to repay any borrowing related to the project will be raised through the assessment of betterments upon the abutters of each of the private ways.

If you are in agreement with the language in the Loan Order, please include this information in the next Mayor's Report to the City Council. Thank you.

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**CITY OF GLOUCESTER**  
**OFFICE OF THE TREASURER/COLLECTOR**

**Ordered:** That Two Hundred and Seventy-Five Thousand Dollars (\$275,000) is appropriated to pay costs of making temporary repairs, including paving, to the following private ways:

Starknaught Heights  
Oxford Road  
Joseph's Way

To meet this appropriation the Treasurer, with the approval of the Mayor is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, Section 7(5), or pursuant to any other enabling authority. Although any borrowing by the City to meet this appropriation shall constitute a general obligation of the City and a pledge of its full faith and credit, one hundred percent (100%) of the amount needed to repay any borrowing pursuant to this order shall be raised through the assessment of betterments upon the abutters of each of the private ways, in accordance with M.G.L. Chapter 80, and any other applicable authority. The Mayor and any other appropriate official of the City are authorized to take any and all actions necessary to assess the betterments described above, the term of which will not exceed ten years.

**Further Ordered:** That the Treasurer is authorized to file an application with the Municipal Finance Oversight Board to qualify under M.G.L. Chapter 44A any or all of the bonds authorized by this order and to provide such information and execute such documents as the Municipal Finance Oversight Board may require for these purposes.

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**CITY OF GLOUCESTER**  
**OFFICE OF THE TREASURER/COLLECTOR**

To: Sefatia Romeo Theken, Mayor  
From: John P. Dunn, CFO   
Date: November 10, 2015  
Re: LED Streetlight Retrofit Project

We are now at the point in the subject project when we are ready to move forward with the execution of documents for the equipment acquisition, installation and financing with the various divisions of Siemens Industry, Inc. Prior to executing contract documents, we will need City Council approval of the ten (10) year term of the underlying lease and the Financing Agreement Lease Resolution proposed by Siemens. To that end, I have attached a number of documents:

1. An October 30, 2015 memo from Senior Planner Matt Coogan containing general background information on the project.
2. A spreadsheet showing the expected current project costs and offsets and the expected cost savings based on the ten (10) year lease.
3. A motion to be approved by the Council authorizing the City to enter into a ten (10) year lease agreement with Siemens Public, Inc.
4. A Financing Agreement Lease Resolution to be adopted by the Council authorizing the City to acquire the equipment and the Mayor or Treasurer to execute the documents associated with the transaction.

If you are in agreement with this proposal, please forward this information to the City Council in the next Mayor's report. Thank you.

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**CITY OF GLOUCESTER**  
COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

**To:** Mayor Sefatia Romeo Theken  
**From:** Matt Coogan  
**Date:** October 30, 2015

**RE: Addendum to Mayor's Report: Lease Purchase Financing for LED Streetlight Conversion**

The Council should be aware of the LED streetlight project, and over the summer the Council accepted a \$240,000 Green Communities grant that will help reduce the cost of the project for the City. The LED streetlight conversion project will replace outdated and inefficient street lighting, creating \$130,000 in annual savings while reducing the streetlight's carbon footprint by 50%. The savings will be used to pay for the project through a Lease Purchase Financing agreement. Using Lease Purchase Financing will allow the City to fund this project in a revenue neutral way; no new capital would be required, since the electric savings will cover the lease purchase payments. The City would make payments to Siemens, the installer and financier of the project, until Siemens is fully reimbursed for the cost of the project. At that point the City would own the streetlight fixtures outright. This lease agreement will extend beyond three years, and any lease over 3 years must be approved will be approved by City Council.

As requested by City Council, Siemens installed test fixtures on a section of Washington Street to illustrate the difference in fixture options. One 3,000k was installed from each of the manufacturers: Acuity, Cree, and Leotek. In addition, a 4,000k fixture was also installed to illustrate the difference in light temperature between the 3,000k and the 4,000k. Based on our own observations and the input from some members of the public, we have rejected the use of the 4,000k fixtures both because of appearance and potential environmental factors. As to the 3,000k fixtures, again based on our observations and limited input from the public, there was little difference between the Cree fixtures and the Leotek fixtures. The Leotek fixtures are about 20% less costly however, so that is our recommendation.

It is anticipated that once we receive Council approval to proceed that there will be an approximate 5 week equipment procurement period followed by an 8 week installation period. Based on this timeline and an anticipated approval by the Council at their December 15, 2015 meeting, we would expect the lights to be fully installed City-wide by mid to late March 2016. Please note however that the decorative streetlights downtown will take somewhat longer as we must do a survey of any work that must be done on the lights over and above the retrofit of the LED components.

## LED STREETLIGHT CONVERSION PROJECT

### Estimated Project Costs and Offsets

Fixture Cost and Install	\$	1,180,403.00	(A)
Add 10 Year Warrantied Photocell	\$	27,694.00	
Add 7-pin Receptacle to all Fixtures	\$	39,542.00	
Estimated Retrofit of Decorative Fixtures	\$	115,000.00	(B)
<b>Total Gross Estimated Cost</b>	<b>\$</b>	<b>1,362,639.00</b>	
<b>Green Communities Grant</b>	<b>\$</b>	<b>(240,000.00)</b>	
<b>Estimated National Grid Incentive Payment</b>	<b>\$</b>	<b>(210,000.00)</b>	
<b>Estimated Net Cost</b>	<b>\$</b>	<b>912,639.00</b>	

### Estimated Annual Cost/(Savings)

Estimated Annual 10 Year Lease Cost	\$	117,341.00	
Estimated Annual Energy Savings	\$	(137,495.00)	
Estimated Annual Maintenance Cost Savings	\$	(22,840.00)	
<b>Estimated Annual Lease Cost/(Savings)</b>	<b>\$</b>	<b>(42,994.00)</b>	

(A) - Includes a 10% contingency for wiring/bracket issues and traffic control

(B) - Amount may vary depending on use of retrofit kits or complete replacement

**Financing Agreement Lease for LED Streetlight Retrofit**

Ordered: That the Gloucester City Council ("Council") authorizes the Mayor, the Treasurer and any other appropriate Gloucester City ("City") official to execute any and all documents relating to a Financing Agreement Lease ("Lease") with Siemens Public, Inc. The Lease will finance the costs of the retrofit project ("Project") converting all City owned streetlights to LED lighting technology. The Lease will be for a maximum term of 10 years and pay gross costs for equipment, installation and associated expenses not to exceed an amount of \$1,362,639. Further the Council adopts the attached Financing Agreement Lease Resolution authorizing the acquisition of such equipment and the approval of the execution of any and all necessary and related documents. Further the Council authorizes the Mayor and any other appropriate City official to apply for and accept any and all grants or gifts that may be available to the City to pay costs of the Project or to reduce the budgetary costs of lease payments, such grants or gifts include without limitation a Massachusetts Green Communities grant(s) or incentive payments from National Grid.

**Financing Agreement Lease Resolution**

WHEREAS, the Gloucester City Council ("City Council") of the City of Gloucester ("City") has reviewed and determined its anticipated equipment requirements for a retrofit project converting all City owned streetlights to LED lighting technology.

WHEREAS, the City Council has determined that it is in the City's best interest to acquire the equipment ("Equipment") described in a Performance Contracting Agreement ("Energy Savings Contract") by and between the City and Siemens Industry, Inc., through its Building Technologies Division, a copy of which document is attached hereto as **Exhibit A**, and to finance such acquisition under the Leasing Schedule thereto ("Lease"), which incorporates the terms and conditions of the Master Lease Purchase Agreement ("Agreement"), between the City and Siemens Public, Inc., copies of which documents are attached hereto as **Exhibit B**; and

WHEREAS, in connection with the execution and delivery of the Lease, it will be necessary for the City to enter into an Escrow Agreement ("Escrow Agreement") among the City, Siemens Public, Inc. and the escrow agent named therein, a copy of which document is attached hereto as **Exhibit C**; and

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The City shall acquire the Equipment.
2. The Energy Savings Contract, the Lease, as incorporating the terms and conditions of the Agreement, and the Escrow Agreement are hereby approved, and the Mayor of Gloucester or City Treasurer or any other representative of the City designated by any of them in writing is hereby authorized to execute (i) the Energy Savings Contract; (ii) the Lease, as incorporating the terms and conditions of the Agreement, and (iii) the Escrow Agreement, all substantially in the forms attached hereto with such changes or amendments (substantial or otherwise) as are approved by the officer of the City executing those documents, such approval to be conclusively evidenced by that officer's execution of those documents, and (iv) all other documents, instruments, certificates and agreements related to the Energy Savings Contract, the Lease and the Escrow Agreement.

ADOPTED, SIGNED AND APPROVED at a duly convened meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2013.

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

Name: \_\_\_\_\_

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

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**CITY OF GLOUCESTER**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**MEMORANDUM**

**TO:** City Council; Budget & Finance Committee  
**FROM:** Emily Freedman, Senior Project Manager for Housing, Community Development  
**CC:** Tom Daniel, Community Development Director  
**DATE:** December 15, 2015

**RE:** Acceptance of Planning Assistance Towards Housing (PATH) grant from  
Commonwealth of Massachusetts Department of Housing and Community  
Development

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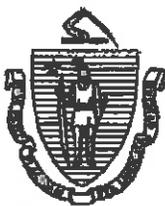
In September, the Community Development Department applied for the Planning Assistance Towards Housing (PATH) grant program offered by the Department of Housing and Community Development (DHCD).

This grant will allow the City to fund the services of the Metropolitan Area Planning Council (MAPC) to prepare a Housing Production Plan. MAPC has pledged \$5,000 of in-kind staff time towards this project through its District-Level Technical Assistance Program offered to MAPC member communities.

These funds will allow the City to conduct an inventory of existing housing, a comprehensive needs assessment, develop future goals and planning strategies for housing development and preservation, and create a formal Housing Production Plan for increasing Gloucester's affordable housing stock.

The City was awarded a one-time grant totaling \$15,000 from DHCD, which must be formally accepted by the City Council.

The Community Development Department thanks you for your continued support of our efforts to plan for and promote the preservation and development of Gloucester's housing stock.



Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Kornegay, Undersecretary

October 26, 2015

The Honorable Sefatia Romeo Theken  
Mayor, City of Gloucester  
9 Dale Avenue  
Gloucester, MA 01930

Dear Mayor Theken:

The Department of Housing and Community Development (DHCD) is pleased to award \$15,000 in Planning Assistance Towards Housing (PATH) funds to create a Housing Production Plan (HPP) for the City of Gloucester.

The PATH funds will fund the following activities:

- Conduct a housing inventory and comprehensive needs assessment;
- Formulate future housing goals and implementation strategies;
- Develop Housing Production Plan.

This PATH assistance is dependent upon an executed contract between the City of Gloucester and DHCD. DHCD will process and forward the final budget associated with the scope of services.

Should you have any questions, please contact Phillip DeMartino, Technical Assistance Program Coordinator, at (617) 573-1357 or [Phillip.DeMartino@state.ma.us](mailto:Phillip.DeMartino@state.ma.us). I applaud your efforts to plan for the housing needs of Gloucester.

Sincerely,

Chrystal Kornegay  
Undersecretary  
Department of Housing and Community Development

cc: Senator Bruce E. Tarr  
Representative Ann – Margaret Ferrante  
Representative Bradford R. Hill  
Tom Daniel, AICP, Community Development Director, Gloucester



City of Gloucester  
Grant Application and Check List

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

Name of Grant: PLANNING ASSISTANCE TOWARDS HOUSING (PATH)

Department Applying for Grant: COMMUNITY DEVELOPMENT

Agency-Federal or State application is requested from: MA DHCD

Object of the application: FUNDING FOR HOUSING PRODUCTION PLAN

Any match requirements: N/A

Mayor's approval to proceed: [Signature] 11/13/15  
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

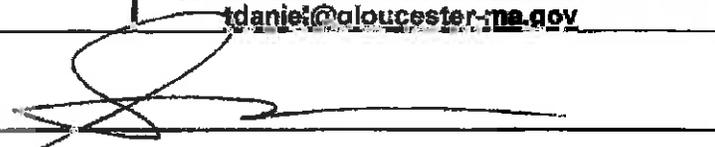
FORM: AUDIT GRANT CHECKLIST - V.1





**APPLICATION**

**PLANNING ASSISTANCE TOWARD HOUSING (PATH)**

<b>Municipal Applicant: include names of other municipalities for joint applications</b>	
<b>Name:</b>	<b>City of Gloucester, MA</b>
<b>Municipal Contact:</b>	
<b>Name:</b>	<b>Tom Daniel, AICP</b>
<b>Title:</b>	<b>Community Development Director</b>
<b>Address:</b>	<b>3 Pond Road</b>
	<b>Gloucester, MA</b>
<b>Zip Code:</b>	<b>01930</b>
<b>Telephone:</b>	<b>978-281-9781</b>
<b>E-mail:</b>	<b>tdaniel@gloucester-ma.gov</b>
<b>CEO Signature:</b>	
<b>Name:</b>	<b>Sefatir Romeo Theken</b>
<b>Title:</b>	<b>Mayor</b>
<b>Date:</b>	<b>September 26, 2015</b>

Applications must be submitted electronically to [Miryam.Bobadilla@state.ma.us](mailto:Miryam.Bobadilla@state.ma.us) with a copy to [Phillip.DeMartino@state.ma.us](mailto:Phillip.DeMartino@state.ma.us). One hard copy of the application with original signature from the Chief Elected Official (CEO) must be submitted by mail delivery. For joint applications, the CEO in each participating municipality must sign the hard copy (submit on separate pages). DHCD will not review an application until such original documentation is received.

- 1. PROJECT DESCRIPTION AND HOUSING PRODUCTION:** Provide a detailed description of the proposed activity. In addition, provide information demonstrating the likelihood that the product from the proposed grant activity will lead directly to the production of multi-family housing within three years following grant completion, including how the funded short-term deliverable moves the municipality along the path to housing production. Please be specific.

The City of Gloucester is applying to the Department of Housing and Community Development for funds available through the Planning Assistance Toward Housing grant program to prepare a Housing Production Plan (HPP). One of the listed eligible activities for a PATH grant is the "preparation, update or renewal of HPPs under M.G.L. Chapter 40B and 760 CMR 56.03(4). The City is seeking funding to obtain the services of the Metropolitan Area Planning Council (MAPC) to assist in the preparation of the HPP. Gloucester has applied for and received a \$5,000 commitment of District Local Technical Assistance (DLTA) funding from MAPC to begin preparation of the plan.

The City is committed to creating affordable housing as articulated in the City's Community Development Plan and as evident by recent actions such as the adoption of the Community Preservation Act and the creation of a Gloucester Affordable Housing Trust (AHT). Local efforts by both the City and private development have brought the percentage of affordable housing in the community to approximately 7.2%. The HPP would provide the community the opportunity to re-engage on the topic of affordable housing to meet the 10% goal, refine goals and strategies, provide more control over comprehensive permit applications, and provide a plan to focus affordable housing in appropriate locations (e.g., those already well served by infrastructure and services). As provided in the details below, the plan will help the City to determine its specific housing needs based on current demographic and housing data, identify development opportunities to expand the range and type of housing provided in the City, consider possible zoning changes, and determine options for using other existing funding sources such as the Community Preservation Act (CPA) assessment and the Gloucester Affordable Housing Trust. The HPP will provide policy guidance, establish strategies, and set targets for the creation of new affordable housing units for each of the next five years in an effort to move closer to the 10% goal.

- 2. NEED ADDRESSED:** Identify the local and/or regional housing need(s) the proposed activity is designed to address and how the activity will address the identified local and/or regional need. Please be specific.

The HPP would provide the City a product that would be approved and certified by the Department of Housing and Community Development. To do so, Gloucester would ensure that the HPP covers the required elements stipulated in DHCD's *Housing Production Plan Guidelines*. A comprehensive housing needs assessment would be conducted and would build on previous housing work by the City. This would include building on the MAPC market study work on the City's demographics and housing stock, a projection of future population and housing needs, identifying constraints and limitations on current and future housing needs, the City's plans to mitigate these constraints, and analysis of infrastructure capacity. The HPP would also set affordable housing goals for the City based on the needs assessment and the affordable housing percentage. Finally, the Plan would set out implementation strategies including 1) Identification of zoning districts or geographic area in which the City proposes to modify current regulations for the purposes of creating SHI eligible housing developments to meet its production goal; 2) Identification of specific sites for which the municipality will encourage the filing of Comprehensive Permit applications; 3) Characteristics of proposed residential or mixed-use developments that would be preferred by the municipality; 4) Identification of potential municipally owned parcels for which the municipality commits to RFP to develop SHI Eligible Housing; 5) Participation in regional collaborations addressing housing development; and 6) Strategies that look at utilizing existing housing stock to create SHI Eligible Housing.

The goal of the HPP is to create a comprehensive strategy that helps coordinate all affordable housing efforts in the City including municipal, local non-profits, and local developers.

At present, the City actively endeavors to preserve and produce affordable housing for its residents through its existing housing-related programs. As a Community Development Block Grant (CDBG) entitlement community, the City receives an annual allocation of funding from HUD for community development projects which serve low/moderate income households and neighborhoods. Unfortunately, however, CDBG-funded construction of new housing units is not a permissible activity under federal regulations. In order to try to address the need for affordable units, the City's CDBG Housing Rehabilitation Program places 15-year affordability restrictions on all rehabilitated multi-family units. This practice generates between 3-5 affordable units per year. Thus, the HPP will address additional strategies beyond what can be accomplished through CDBG programs.

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**3. CONSISTENCY WITH LOCAL/REGIONAL PLANS:** Explain how the proposed activity is consistent with local/regional plans (e.g., master plan, urban renewal plan, consolidated plan, regional plans such as the South Coast Rail Corridor Plan, HPP). Please be specific.

The HPP is in step with current City Initiatives to implement Smart Growth policies. Downtown reports and studies over the past two years have been committed to promoting mixed use, improving infrastructure that encourages transit, walking, and cycling, and creating housing that is both affordable and well suited for the current and projected population. In the 2013 Downtown Work Plan, the City of Gloucester, with the help of Utile, Inc., conducted a series of outreach meetings to reconnect with the community about its aspirations for the downtown. Building on this work plan, this past year the City worked with the MAPC on a TOD study for the Railroad Ave. neighborhood surrounding the MBTA commuter rail station. In addition to the recommendations to improve infrastructure and promote mixed use, the study also included a market study that identified the need to produce affordable housing well suited for both young families and seniors reflective of Gloucester's changing demographics. The HPP would re-engage the community on a discussion around affordable housing and housing in general, and build on the previous studies.

The HPP would also help advance regional and state goals locally. On the state level, a housing production plan will help Gloucester develop a strategy to meet its affordable housing needs in a manner consistent with the Chapter 40B statute and implementation regulations. On a regional level, a HPP plan would further advance the goals of the MAPC regional plan known as MetroFuture. At least ten goals could be advanced by the HPP in combination with other City smart growth initiatives including facilitating informed, inclusive, and proactive planning; planning growth in previously developed land and in concentrated areas already well served by infrastructure; and providing appealing housing options that would be affordable for working families, seniors, and young professionals that would avoid displacement and promote transit, walking, and non-vehicular travel (MetroFuture goals 1, 2, 5, 6, 14, 16, 18, 20, 23, 47).

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**4. COMMUNITY SUPPORT:** Describe past and current local efforts that demonstrate meaningful community involvement in and local commitment to the proposed activity. Identify local and regional stakeholders who participated in these efforts and the nature of their involvement, as applicable. Explain how the Applicant will create and maintain meaningful community engagement in implementation of the grant and in moving the community along the path to housing production beyond the short-term grant funded deliverable?

The Mayor is committed to developing a HPP and has made smart growth a priority for the City. Gloucester is also fortunate to have an Affordable Housing Trust dedicated to increasing affordable housing. As mentioned, the HPP would dovetail with recent planning work in the downtown area that has focused on improving infrastructure, revitalization, and promoting mixed use development.

As part of the process, the Community Development Department would actively seek participation from local officials, volunteer board members, local nonprofits and institutions, and local developers. A working group would be created and would consist of a City Councilor, representatives of volunteer municipal boards and

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commissions, including the Planning Board, and the Community Preservation Committee, and members of local community groups, businesses and institutions, including the Gloucester Affordable Housing Trust, and the Gloucester Housing Authority. The working group would provide feedback throughout the HPP process, drawing on their local experiences and professional expertise in affordable housing.

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- 5. NEED FOR FUNDING:** Explain why PATH funding is needed to undertake the proposed activity, including previous efforts by the community to obtain funding and leverage other resources for this purpose. If local or regional funding sources are not being used (e.g., CPA or housing trust funds), please explain why they are not available.

The City has consistently seen a reduction in CDBG funding. The result is that the City has been working with limited staff and administrative resources, which makes it necessary to seek outside resources to complete the HPP, although some staff time will be dedicated to assisting MAPC in its efforts. Additionally, MAPC has provided \$5,000 in DLTA funding to further leverage the potential PATH funding. The City prefers that monies collected via CPA (funds for this year have already been allocated) and the AHT be utilized in advancing implementation of the HPP once it has received DHCD approval.

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- 6. WORKPLAN:** Identify tasks necessary to accomplish the proposed project and measurable benchmarks for success (use matrix form Attachment C).

We propose the HPP process take approximately seven months beginning in September 2015 and concluding in March 2016. The project would proceed as follows:

- *Data Collection & Research.* A comprehensive housing needs and demand assessment will be conducted. This will include an analysis of current data, population trends, and regional growth factors pertaining to Gloucester's demographics, housing stock, and affordability. Other research includes an exploration of constraints and limitations of affordable housing development in City. As part of this research, MAPC will work with the City on a day-long site visit. The visit will include discussions with city officials and development professionals working in the City as well as a tour of key housing developments in the City.
- *Public Forums & Community Outreach.* The housing production planning process will include two public forums designed and facilitated by MAPC, including a visioning meeting at which MAPC will provide regional context for Gloucester's housing demand and supply and a strategies meeting.
- *Map-Making.* The plan will include several maps. Maps to be developed by MAPC will include: development constraints, zoning and sites identified for potential housing development.
- *Visioning & Implementation.* Based on the housing needs assessment, discussion during the first public forum, and development constraints, affordable housing goals will be set for the City and implementation strategies will be developed.

The final plan would be completed and presented to the City Council and Planning Board for adoption after feedback from the second public meeting has been incorporated into the Plan.

See attached.

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- 7. SCHEDULE:** Identify the amount of time required to accomplish each task and overall activity (use matrix form Attachment C). Address the feasibility of overall timeline.

See schedule below.

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- 8. BUDGET:** Identify sources and uses of funding for each task identified in the workplan and indicate whether sources are anticipated or committed (use matrix form Attachment C). Include documentation and timelines for funding availability.

See attached budget. Note that the City intends to retain the Metropolitan Area Planning Council to prepare the plan. The staff identified in the PATH Application Matrix are MAPC staff members.

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- 9. READINESS TO PROCEED:** Demonstrate readiness by identifying proposed consultant and the scope of the proposed contract. Identify contract selection process that will be used (i.e., either DHCD pre-qualified consultant or c.30B procurement). If a consultant has not been identified at the time of application, other information should be provided that demonstrates readiness (e.g., site control, RFR completed, town meeting vote, commitment to project of other funds).

Utilizing the exemption under M.G.L. Chapter 30B Section 1(b)(3) for governmental agencies that are authorized under M.G.L. Chapter 40 Section 4A, the City will engage the Metropolitan Area Planning Council (MAPC) to prepare the Plan if funding is granted. MAPC has provided \$5,000 in DLTA funding to commence the planning process. MAPC has initiated some of its data collection work to support the preparation of the HPP.

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- 10. CAPACITY TO UNDERTAKE ACTIVITY:** Identify municipal staff responsible for each task in the workplan as well as for grant oversight. Describe the experiences that such staff has in undertaking similar activities.

At a minimum, the City staff for this project will include Tom Daniel (Community Development Director) Gregg Cademartori (Planning Director), Matt Coogan (Senior Planner), Deb Laurie (Senior Project Manager, Community Development), and Emily Freedman (Senior Project Manager, Community Development). Estimated total staff time would be 300 hours. Ms. Freedman will serve as the day-to-day liaison with MAPC. Estimated time for each member of the working group is 20 hours.

Tom Daniel, AICP, is the City of Gloucester's Community Development Director where he oversees the City's planning, housing, economic development, and real estate development programs. The Community Development Department is charged with attracting new businesses and jobs while fostering innovation, housing choices, and cultural growth. The Department manages the City's Housing Rehab and First Time Home Buyer programs and staffs the Affordable Housing Trust and Community Preservation Committee. Mr. Daniel previously served as the Economic Development Manager in Salem, MA and Minneapolis, MN. In those roles, he specialized in small business development, mixed-use real estate development and cultural facilities development.

Gregg Cademartori, AICP, has been the City's Planning Director since 2005. Over the years he has participated in staffing numerous committees including a Community Housing Coalition, which successfully offered amendments to both residential zoning codes to promote multifamily housing and inclusionary zoning to increase the inventory of affordable housing. Most recently the Community Development Department and Planning Division have partnered with MAPC to explore the potential for establishing a Transit-Oriented Development District with a primary focus of introducing mixed use projects with an appropriate housing component that will meet both market and demographic demands. In addition to assisting in the administration of housing policies, Mr. Cademartori provides technical support to land use boards and advises the administration on a wide array of municipal planning issues including, but not limited to open space planning, environmental programs, capital planning, renewable energy projects, and community development plan implementation.

Matt Coogan, AICP, has been the Senior Planner for the City of Gloucester since 2013. He has over 8 years of planning experience. Recently, Matt has managed the City's Clean Energy Initiatives, including the creation of an electric vehicle fleet and an upcoming city-wide LED streetlight conversion. Matt was also part of the 2013

Downtown Work Plan and the 2014 MAPC TOD Study for Railroad Ave that both focused on increasing mixed use development and downtown housing. Currently, Matt is managing a potential rezoning effort in the Railroad Ave TOD neighborhood that would incorporate Form Base Code practices to increase mixed use, housing and density. Matt also provides technical support to the City's Planning Board, Downtown Development Committee, and Clean Energy Commission.

Emily Freedman and Deb Laurie serve as Senior Project Managers for Community Development. The City's Community Development Department manages and oversees federal, state, and local grants each year. The City of Gloucester has been an entitlement community for the U.S. Department of HUD's Community Development Block Grant program and HOME Investment Partnerships Program for many decades. Ms. Freedman and Ms. Laurie manage the local Block Grant Program; spearheading the annual public planning process to develop funding priorities for housing, infrastructure, and social service programs, and identifying action steps to address community development needs each year. These "Annual Action Plans" are then reviewed and ratified by HUD. Additionally, the City is also required to develop a five-year "Consolidated Plan", which includes a detailed Housing Needs Assessment and Market Analysis for the community. The City's 2015-2019 Consolidated Plan was submitted and approved by HUD in May.

Jennifer Raitt serves as Assistant Director of Land Use Planning and the Chief Housing Planner at MAPC. She has been at MAPC since 2007. Ms. Raitt oversees MAPC's local and regional housing activities, including advising local and state officials on housing policy and programs. She provides professional assistance to local officials and other allied organizations to address local needs and concerns in housing; reviews, evaluates, develops and improves local housing plans, strategies, and by-laws; and provides her expertise to ensure implementation. Ms. Raitt's recent work includes: a Regional Housing Plan for Metro Boston; the Regional Fair Housing and Equity Assessment for Metro Boston; a Transit-oriented Development Finance project which led to the development of two TOD funds through LISC Boston and CLF Ventures; Housing Production Plans for multiple communities throughout Metro Boston; and the Town of Hingham Master Plan update.

Ralph Willmer, FAICP joined MPC as Principal Planner in June 2015. As Principal Planner within the Land Use Division, Mr. Willmer will provide MAPC municipalities with a wide range of community master planning services. His understanding of land use, open space and recreation, and affordable housing, in addition to his experience in revision and updating zoning codes, has provided him with the expertise necessary to assist municipalities to move the planning and implementation process forward. Previously, Mr. Willmer was a Senior Planner/Project Manager with VHB based in Watertown, MA. He prepared numerous master plans and open space and recreation plans, drafted zoning revisions and updates, participated in downtown and transit-oriented development plans, and was a consultant under the Massachusetts Housing Partnership Chapter 40B Technical Assistance Program.

Karina Mlichman joined MAPC as Housing Planner at the start of 2014. Karina works to achieve the housing goals of affordability and regional equity set forth in MAPC's MetroFuture plan. She provides direct housing and planning technical assistance to municipalities, working closely with them to design Housing Production Plans, investigate local housing concerns, and develop implementable strategies to realize their housing objectives. Her interests and expertise include issues of neighborhood change, housing need and demand analyses, and barriers to affordability and housing production.

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**11. IMPACT OF ACTIVITY: Describe the potential impact (i.e., degree and nature) of the proposed activity on the neighborhood, municipality and region.**

The City of Gloucester is also a Community Preservation Act (CPA) community, having adopted a property tax surcharge (1%), matched by State funds, in order to fund open space, historic preservation, recreation, and community housing projects. Annually, ten percent of these revenues are earmarked for community housing projects. Additionally, the City has an established Affordable Housing Trust which is charged with supporting the creation, preservation, and maintenance of affordable housing in the city. This trust is funded through mandatory cash contributions from developers who cannot provide the minimum number of new affordable units required under the City's Inclusionary Housing Requirements. At this time, the City has approximately \$500,000 to support

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the development of affordable housing projects in the CPA and AHT funds. The HPP would provide new ideas and a clear strategy as to how to leverage these funds to meet the City's affordable housing goals.

The HPP will also establish clear goals and targets toward meeting the Chapter 40B statutory minima. It would provide a blueprint that can be used by city boards and commissions to advance the availability of affordable housing that is offered in the City of Gloucester. Through its analysis of demographic and land use trends, the Plan will demonstrate how these trends will affect future growth and help to determine the future housing needs in the City and the region. It will identify the types of housing most needed by City residents and will help the City in meeting its fair housing obligations. There are a number of potential housing sites in Gloucester and the Plan will help to prioritize the best ones for meeting the City's needs.

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**Project Timeline:**

	SEPT 2015	OCT 2015	NOV 2015	DEC 2016	JAN 2016	FEB 2016	MAR 2016
<p><b>Task 1- Housing Inventory, Needs, and Demand Analysis</b></p> <p><i>Prepare housing needs and demand assessment based on current data, population trends, and regional growth factors, including an analysis of City:</i></p> <ul style="list-style-type: none"> <li>- Demographics</li> <li>- Housing stock, including current M.G.L. Chapter 40B Subsidized Housing Inventory</li> <li>- Housing affordability</li> </ul> <p><i>Public Forum #1</i></p>			✓				
<p><b>Task 2- Future Housing Goals and Implementation Strategies</b></p> <p><i>Recommended housing goals and implementation strategies development</i></p> <p><i>Analysis of development constraints and local development capacity</i></p> <p><i>Public Forum #2</i></p> <p><i>Mapping</i></p>						✓	
<p><b>Task 3- Final Housing Production Plan</b></p> <p><i>Final plan development, including implementation plan, numeric annual housing production goals, and identification of specific sites for potential housing development</i></p> <p><i>Meetings/presentations with Planning Board and City Council (2 total)</i></p>							

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

<b>CONTRACTOR LEGAL NAME:</b> City of Gloucester (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Housing and Community Development <b>MNARS Department Code:</b> OCD	
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 9 Dale Avenue, Gloucester, MA 01930		<b>Business Mailing Address:</b> 100 Cambridge Street, Suite 360, Boston, MA 02114	
<b>Contract Manager:</b> Tom Dawlat		<b>Contract Manager:</b> Juliana Tawrez	
<b>E-Mail:</b> <a href="mailto:tdawlat@gloucester-ma.gov">tdawlat@gloucester-ma.gov</a>		<b>E-Mail:</b> <a href="mailto:Juliana.Tawrez@state.ma.us">Juliana.Tawrez@state.ma.us</a>	
<b>Phone:</b> 978-261-9781	<b>Fax:</b> 978-262-3051	<b>Phone:</b> 617-673-1467	<b>Fax:</b> 617-673-1460
<b>Contractor Vendor Code:</b> VC8000192006		<b>MNARS Doc ID#:</b> SC OCD 22101684852000	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001, (Note: The Address ID must be set up for EFT payments.)		<b>RFR/Procurement or Other ID Number:</b> NOFA	
<p style="text-align: center;"><b>X NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)</p> <p><input type="checkbox"/> <u>Stipulated Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification, scope and budget)</p>		<p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract Effective Date: <u>      </u>, 20<u>  </u>                  Enter Amendment Amount: \$ <u>      </u> (or "no change")  <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach justification for Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification and updated scope and budget)</p>	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> are incorporated, filed with the Department and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions for Human and Social Services</u>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payment for authorized performance 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 receipt for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach rates, units, calculations, conditions and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter <u>      </u> Maximum Obligation for total duration of the Contract (or <u>      </u> if Contract is being amended). \$ <u>15,000</u> .			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within <u>  </u> days <u>  </u> % PPD; Payment issued within <u>  </u> days <u>  </u> % PPD; Payment issued within <u>  </u> days <u>  </u> % PPD. If PPD percentages are left blank, Contractor agrees to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u>  </u> only initial payment (subsequent payments <u>  </u> to support standard 45 day cycle. See Prompt Pay Discounts Follow.)			
<b>BRIEF DESCRIPTION OF PERFORMANCE OR SCOPE OF WORK FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or work being amended for this Contract Amendment. Attach all supporting documentation and justifications.) The City of Gloucester is being awarded a \$15,000 Planning Assistance for Housing (PATH) program to create a Housing Production Plan (HPP) for the City of Gloucester.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option): The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ol style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1. may be incurred as of <u>      </u> Effective Date (latest signed date below) and no obligations have been incurred prior to the Effective Date.</li> <li><input type="checkbox"/> 2. may be incurred as of <u>      </u> a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</li> <li><input type="checkbox"/> 3. were incurred as of <u>      </u> a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as reimbursement 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. Contractor's acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</li> </ol>			
<b>CONTRACT END DATE:</b> Contract performance term ends on <u>      </u> of June 30, 2018, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance obligations 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 of transition performance, reporting, involving or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contractor 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 herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____ Print Title: _____		Print Name: <u>Chrysal Komeany</u> Print Title: <u>Undersecretary, DHCD</u> <u>djm</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 DB/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 Employees).

**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 COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**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 Contractor 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 Code 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., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment/remittance address for Contract payments, which MUST be set up for LEFT payments PRO in the first payment under the Contract in accordance with the Bill to Vendor File and W-9s Policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds (numbered for the Contract).

**Commonwealth MMARS Code:** Enter the Department Code and the 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 other address if invoices must be sent to a different location. Billing or confirmation of any performance issues should be received through the listed Contract Manager.

**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 Subgrant Policy, Departmental Master Agreements (MA). If multi-Department user Contract 801 multi-Department use is allowable in Brief Description.

**Emergency Contract:** Check this option when the Department has determined that an unforeseeable 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 various 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 that 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 "exempts" 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 better 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 "exempts" 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 (VCUF). See Vendor File and W-9a 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 payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29B, 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 contract 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. 29B, s. 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 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 allowed without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of contract performance, project name and/or other identifying information for the Contractor specifically identify the Contract performance, match the Contract with attachment. Determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or identify other important information related to the Contract such as the fiscal year(s) of performance (e.g., "FY2012" or "FY2012-14"). Identify settlements or other obligations and attach more detailed justification and supporting documents. Enter "Mail Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what is being amended. Merely stating "see attached" or reference to attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify 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. 84, § 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. 84, § 9.

## CERTIFICATIONS AND EXECUTION

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

**Authorizing Signatory 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 Signatory-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 acceptable. 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 department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat sign-off, evidence of Secretariat sign-off 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 insurances 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 185 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 will 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 95D 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 1417; G.L. c. 29, s. 29F; G.L. c. 30, s. 38B; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 162, 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. 85A; 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 for any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, 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 15<sup>th</sup> 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 liability 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, s. 26, s. 27 and s. 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, s. 29C. The Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Verbal or written representations, commitments, or assurances made by any 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 terms of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be considered as Customers in the Vendor file. The Contractor owes a Commonwealth debt. Unresolved and undisputed invoices, and overpayments of Contract payments that are not returned 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 paralyze, state Department or access late fees, cancel a Contract or other services if amount is intercepted or offset due to recoupment of an overpayment, outstanding taxes, support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under penalties and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to 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. 82E, withholding and remitting child support including G.L. c. 119A, s. 12, TIR 05-11: New Independent Contractor Provisions and applicable ITR.

**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 fully 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 11245; 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 603. 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 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 employees 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, 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. 21F, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any reporting and service of notices 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. 149A (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 27 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); prevailing wages for prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation for 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. 28 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. 12101 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. 96 and 98A, Massachusetts Constitution Article XIV and G.L. c. 93, s. 103; 47 USC c. 5, s. 11, Part II, s. 255 (Telecommunication Act, Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 93A, 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 MGAD and MGAD Ints 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 COMMBUYS subscription process at [www.commbuys.com](http://www.commbuys.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, U88 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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



'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 of procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HIP" and "UOS" 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. 85, which provides that an attorney who is approved by the Office of the Attorney General to appear on behalf of a Department, 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 subcontractors. The Contractor's agreement will not be regarded as directly or indirectly manage subcontractors or have any other obligations to subcontractors.

**EXECUTIVE ORDERS**

For covered Executive Departments, the Department certifies compliance with applicable Executive Orders (and also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during the term 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 or 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 RC § 990(b)(2)(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 446. 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 814. 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. 93A, 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 814 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 Branch, 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) implement 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 any 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 its 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 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. 96A.

**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, loaned, 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 woman-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 this contract that may subject the contractor to appropriate sanctions.



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

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

Name of Grant:  Council on Aging State Formula Grant

Department Applying for Grant:  Gloucester Council on Aging

Agency-Federal or State application is requested from:  Executive Office of Elder Affairs

Object of the application:  To fund salaries for COA staff positions

Any match requirements:  NO

Mayor's approval to proceed:  [Signature]   11/12/15   
Date

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

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

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

City Clerk's Certification of Vote to City Auditor: \_\_\_\_\_  
Certification Date

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

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

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

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Council on Aging  
 ACCOUNT NAME: FY2016 State Formula Grant  
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) 291012  
 CFDA # (Required for Federal Grants): \_\_\_\_\_  
 DATE PREPARED: 10/27/2015

OBJECT	APPROVED			REVISED BUDGET
	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	
REVENUE (4 _____)	66,636.00			
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5 _____)				
Senior Clerk Salary	38,599.00			\$0.00
Outreach Coord salary	7,500.00			\$0.00
p/t Social Worker salary	20,537.00			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	66,636.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE *Rosen & Shubert*

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
- W/A 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.



Attachment B - COA Formula Allocation Budget - FY 2016  
 Name of COA: GLOUCESTER

	Municipal Funding FY2015	Fed. Census FY2015	(A)	(B)	Hrs. per Week	Note/Calculations for ELD funded positions
		x9.30/cldsr*		only for revisions		Minimum available \$4,500 (regardless of elder population size)
1 Director	61,947.00				35	
Administrative Assistant						
Program Coordinator						
Volunteer Coordinator						
Fiscal Manager						
1 Senior Clerk		38,589.00			35	Gr 6 \$20.79 /hr 14 wks \$21.10/hr 38.2 wks +\$200 Sick Leave Benefit; City pays longevity & benefits
Clerk Typist						
Secretary						
Receptionist						
Chef/Cook						
Site Manager						
Custodian						
Driver						
Dispatcher						
1 Outreach Worker/LSW		20,537.00			19	\$24.00 /hr 19 h/wk thru 6/30/16
1 Outreach Coordinator	29,231.00	7,500.00			30	Title II E Older Americans Grant in FY15 7,090.00
Social Service Coordinator						City of Gloucester pays benefits & Sick Leave Benefit
Other: (incl. instructors, professional services, etc)						
1 Art Program Coordinator	19,725.00				19	Friends COA gift \$4,000 FY16 to salary \$23,725.00
2 Longevity	2,300.00					\$23.82 /hr.
3 Sick Incentive	850.00					
<b>SUBTOTAL (Page 1)</b>	<b>\$114,053.00</b>	<b>\$66,336.00</b>	<b>\$0.00</b>			

Thank you.



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> CITY OF GLOUCESTER		<b>COMMONWEALTH DEPARTMENT NAME:</b> MMARS Department Code: ELD	
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 3 DALE AVENUE S GLOUCESTER, MA 01930		<b>Business Mailing Address:</b> 1 Ashburton Place Room 517, Boston, MA 02108	
<b>Contract Manager:</b> Lucy Sheehan		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> lsheehan@glooucester-ma.gov		<b>Contract Manager:</b> Neil Petrocelli	
<b>Phone:</b> 978-281-9765	<b>Fax:</b>	<b>E-Mail:</b> neil.petrocelli@state.ma.us	
<b>Contractor Vendor Code:</b> VC6000192096		<b>Phone:</b> 1-617-222-7427	<b>Fax:</b> 1-817-727-9368
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 <i>(Note: The Address ID must be set up for EFT payments.)</i>		<b>MMARS Doc ID(s):</b> 16COA10700000002016	
<b><u>X</u> NEW CONTRACT</b>		<b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$66,636.00.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> <u>agree to standard 45 day cycle</u> ___ <u>statutory/legal</u> or <u>Ready Payments (G.L. c. 29, § 23A)</u> ; ___ <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2015 – 6/30/2016. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input 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 checked="" type="checkbox"/> 3. were incurred as of <u>July 1st</u> , 20 <u>15</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30th</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: <u>10-27-15</u> <i>(Signature and Date Must Be Handwritten At Time of Signature)</i> Print Name: <u>Sefatia Romco The Ken</u> Print Title: <u>Mayor</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ <i>(Signature and Date Must Be Handwritten At Time of Signature)</i> Print Name: <u>Neil J. Tiernan</u> Print Title: <u>Director of Administration and Finance</u>	

# Memorandum

**To:** Mayor Sefatia Romeo-Theken  
**From:** Noreen Burke, Public Health Director *NB*  
**CC:**  
**Date:** 10/29/2015  
**Re:** Office of Emergency Preparedness, Mass Department of Public Health, Public Health Preparedness Transition Funding Year Award

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Dear Mayor Romeo Theken,

The Public Health Preparedness Grant (PHEP) which the City of Gloucester Health Department has been the fiscal agent for 7 + years, is now being transitioned at the request of Mass Department of Public Health to the International Institute of Greater Lawrence. The transition started on July 1<sup>st</sup> 2015.

During this final funding transition year from PHEP to Health and Medical Coordinating Coalition (HMCC- this is a new regional configuration for emergency preparedness) the City of Gloucester Health Department will receive a small portion of the Grants Accounting Specialist's salary to support her ongoing administrative and fiscal work as PHEP comes to an end. The total award amount is \$5,840.48.

International Institute of Greater Lawrence is now the host organization charged with developing the new regional Health and Medical Coordinating Coalition framework for the entire Northeast.

Staff will be available to answer any questions of the City Council for the approval of these funds to support the Grants Accounting Specialist position in the Health Department.

Thank You for your continued support.

*Noreen*



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

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

Name of Grant: Public Health Emergency Preparedness (PHEP) 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: Ensuring public health emergency preparedness and response activities throughout North Shore/Cape Ann. FY16 funds will cover 10% of Grant Accounting Specialist salary to ensure continuity in the maintenance of the communications accounts.

Any match requirements: NO

Mayor's approval to proceed: [Signature] 11/12/15  
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

**International Institute of Greater Lawrence (IIGL) Emergency Preparedness Subcontractor Form**

→ **Sub-Contractor Name :**  
 City of Gloucester

→ **Official Address (for W-9):**  
 3 Pond Road, Gloucester, MA 01930

→ **Payment Remittance Address:**  
 9 Dale Ave, Gloucester, MA 01930

→ **Social Security Number, FEIN or DB# (for W-9):**  
 04-6001390

International Institute of Greater Lawrence (IIGL)  
 Jennifer Connolly, CEO  
Business Mailing Address:  
 125 Amesbury Street, Lawrence, MA 01840  
Billing Address (if different):

Health Officer /Region 3a Representative:

→ **E-Mail:**  
 NBurke@gloucester-ma.gov

→ **Phone:**  
 978-282-8016

**E-Mail:**  
 lightdirector@verizon.net

**Phone:**  
 (603) 300-0254

**SUB-CONTRACT**

**Start Date:** 07/01/15

**End Date:** 06/30/16

The subcontractor has responded to a Region 3D subcontractor job posting on the MHOA website or some other site. The subcontractor's resume is on file in my municipality. The named subcontractor's education, experience and/or certifications have been found to be the best match for this subcontract position. (Check only one):

**Total Maximum Obligation for this Sub-Contract:** \$ 5,840.48

**Yes** Health Officer Initials NB  
 **No**

**Hourly Rate:** \$ \_\_\_\_\_

**If not hourly rate, unit price info:** \$ \_\_\_\_\_

This subcontract is executed in order to accomplish the following Emergency Preparedness related work. I agree to supervise and verify its accomplishment as a health officer:

For/ per \_\_\_\_\_

[Fill in work detail here]

IIGL will upfront the City of Gloucester the money to cover payroll expenses for Jenna Melvin, their Grant Administrator. The City of Gloucester will submit to IIGL, on a quarterly basis, all payroll reports and any other supporting documents necessary to document the use of these funds.

The subcontractor named above will accomplish one or more of the following activities listed on a Emergency Preparedness Region 3D subcontractor job posting:

Inspections

Public Health Nurse Services

Emergency Planning/Documentation/Reporting

Office or IT Services

Notwithstanding verbal or other representations by the parties, the "Start" and "End" dates of this Contract and the payment and work details listed and approved with the below signatures shall supersede any other agreement. The subcontractor has provided all required documentation noted with a "→". The sub-contractor and health officer are authorized to sign this agreement and agree that all terms governing performance of this Sub-Contract shall be in accordance with Massachusetts Department of Public Health Emergency Preparedness Bureau Regulations and all applicable Massachusetts and Federal guidelines, regulations and statutes. The terms of applicable Commonwealth Terms and Conditions are available at [www.mass.gov/dph](http://www.mass.gov/dph) or at [www.mass.gov/epb](http://www.mass.gov/epb). The terms of this subcontract shall survive its termination for the purpose of resolving any claims, disputes or other Contract action, or for effectuating any negotiated representations and warranties. It is also understood that International Institute of Greater Lawrence (IIGL) subcontractor payments are contingent upon MDPH EP approval and payments. IIGL is Released from this subcontract's obligations if applicable State or Federal funding becomes unavailable to it. Upon these conditions, the sub-contractor and health officer forever releases IIGL from any further claims related to these obligations after the contract end date.

**SUB-CONTRACTOR AUTHORIZED SIGNATURE:**

→ [Signature] Date: \_\_\_\_\_

(Signature and Date Must Be Handwritten At Time of Signature)

→ **Print Name:** Setalia Romeo Theken

→ **Print Title:** Mayor, City of Gloucester

x: [Signature] Date: 10/7/15

(Signature and Date Must Be Handwritten At Time of Signature)

**Print Name:** Jennifer Connolly

**Print Title:** CEO

[Signature] Date: 10/7/15

For the International Institute of Greater Lawrence Executive Director Jennifer Connolly



**INTERNATIONAL INSTITUTE OF GREATER LAWRENCE, INC.**

125 Amesbury Street ♦ Lawrence, MA 01840-1317 ♦ Office - 978-687-0981 ♦ Fax - 978-975-8241

September 18, 2015

Noreen Burke  
City of Gloucester  
North Shore/Cape Ann EP Coalition  
Region 3D  
3 Pond Road  
Gloucester, MA 01930

RE: Health and Medical Coordinating Coalition – Region 3

Dear Mrs. Burke:

International Institute of Greater Lawrence is pleased to provide funding to the North Shore/Cape Ann (Region 3D) Coalition. This funding is for the purpose of emergency preparedness and response activities, for the completion of deliverables and to participate in Health and Medical Coordinating Coalition (HMCC) activities in Region 3 for Grant Budget Period 4 (BP'4) of 07/01/2015 through 06/30/2016.

This funding, upon execution of contractual agreement, will be disbursed in 2 payments. The initial payment will be processed upon execution of the agreement. The following payment will be processed upon receipt of funding and mid-year reports. All funding received through this agreement must be expended by June 30, 2016.

This award is supported by federal funds (CFDA #, 93.069, 93.074 & 93.889). The total award is \$ 5,840.48. This funding should cover a portion of Jenna Melvin's salary for the management of the communication account line.

If you have any questions please contact me at (978) 687-0981 ext 28 or email me at [Lsantiago99@hotmail.com](mailto:Lsantiago99@hotmail.com).

Sincerely,

Luisa Santiago  
Business Manager

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Health Dept.  
 ACCOUNT NAME: 18 BOH - PHEP Grant  
 FUND NUMBER AND NAME: Last Year = 292094  
 CFDA # (Required for Federal Grants): 93.074  
 DATE PREPARED: 9/29/2015

OBJECT	ORIGINAL BUDGET	APPROVED AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
<b>REVENUE (4.....)</b>				
45800	\$5,840.48			\$5,840.48
Total:	\$5,840.48	\$0.00	\$0.00	\$5,840.48
<b>EXPENSE (5.....)</b>				
51100	\$4,029.13			\$4,029.13
51720	\$80.58			\$80.58
51740	\$2.62			\$2.62
51750	\$1,307.11			\$1,307.11
51840	\$58.42			\$58.42
51860	\$382.62			\$382.62
52002	\$0.00			\$0.00
52414	\$0.00			\$0.00
53401	\$0.00			\$0.00
53488	\$0.00			\$0.00
54000	\$0.00			\$0.00
54001	\$0.00			\$0.00
54203	\$0.00			\$0.00
57000	\$0.00			\$0.00
57100	\$0.00			\$0.00
57110	\$0.00			\$0.00
Total:	\$5,840.48	\$0.00	\$0.00	\$5,840.48

DEPARTMENT HEAD SIGNATURE

*Noreen Burke*

DATE ENTERED (AUDIT)

AUDITING DEPARTMENT INITIALS

FORM: AUDIT ACCOUNT BUDGET - V1



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 Sefatia Romeo Theken  
**Date:** November 13, 2015  
**Subject:** Supplemental Appropriation – Budgetary Requests

Mayor Theken,

In your next Mayor's Report to Council will you include the attached Supplemental Appropriation-Budgetary Request's.

1/ #2016-SA-12 in the amount of \$22,500.00 from Retained Earnings Acct. #700000 to Solomon Jacobs Capital Improvement Acct. # 710004. This is the 25% match for the approved CVA Grant for the shoreside pumpout station at Solomon Jacobs Landing Project.

2/ #2016-SA-13 in the amount of \$40,000.00 from Retained Earnings Acct. #700000 to Solomon Jacobs Capital Improvement Acct. # 710004. This is to complete the purchase of floats, bridge and GZA Engineering Construction Services for Solomon Jacobs Landing Project.

3/ #2016-SA-14 in the amount of \$1,380.00 from Retained Earnings Acct. #700000 to Operating Acct. #55810. This is to purchase new float coats for Harbormaster Personnel.

4/ #2016-SA-15 in the amount of \$2,120.00 from Retained Earnings Acct. # 700000 to Operating Acct. #57060. This is to purchase a new office refrigerator, Personnel ID Badges, Security Camera Monitor and Chart Navigator Pro Computer Program.

5/ #2016-SA-16 in the amount of \$15,000.00 from Waterways Improvements Acct. #720000 to Solomon Jacobs Capital Improvement Acct. #710004. This is to complete the purchase of floats, bridge and GZA Engineering Construction Services for Solomon Jacobs Landing Project.

6/ #2016-SA-17 in the amount of \$90,000.00 from St. Peter's Commercial Marina Acct. # 740000 to Solomon Jacobs Capital Improvement Acct. #710004. This is to complete the purchase of floats, bridge and GZA Engineering Construction Services for Solomon Jacobs Landing Project.

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

Respectfully

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

\*\*\*\*CITY COUNCIL APPROVAL- 5 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2016-SA- 12 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: Harbormaster's Office

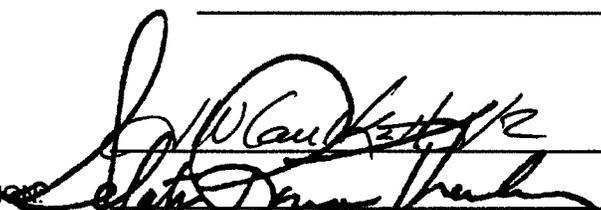
APPROPRIATION AMOUNT: \$ 22,500.00

Account to Appropriate from:	<i>Unifund Account #</i>	<u>700000.10.492.35900.0000.00.000.00.000</u>
	<i>Account Description</i>	<u>Waterways Enterprise, Retained Earnings</u>
Balance Before Appropriation	\$	<u>84,183.00</u>
Balance After Appropriation	\$	<u>61,683.00</u>

Account Receiving Appropriation:	<i>Unifund Account #</i>	<u>710004.10.996.49700.0000.00.000.00.040</u>
	<i>Account Description</i>	<u>CIP Waterways Solomon Jacobs Park-Trans. In - from EF</u>
Balance Before Appropriation	\$	<u>39,482.64</u>
Balance After Appropriation	\$	<u>61,982.64</u>

DETAILED ANALYSIS OF NEED(S): Appropriation of Waterways Retained Earnings that represents a 25% match of the Clean Vessel Act (CVA) Grant for the CIP Solomons Jacob Park Project.

APPROVALS:

DEPT. HEAD:  DATE: 11/23/15

ADMINISTRATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

\*\*\*\*CITY COUNCIL APPROVAL- 5 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2016-SA- 13 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Harbormaster's Office \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 40,000.00

Account to appropriate from:

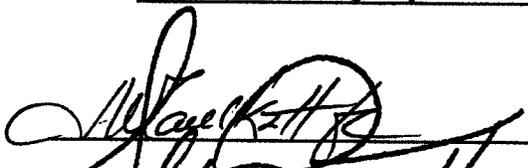
	<i>Unifund Account #</i>	<u>700000.10.492.35900.0000.00.000.00.000</u>
	<i>Account Description</i>	<u>Waterways Enterprise, Retained Earnings</u>
Balance Before Appropriation	\$	<u>61,683.00</u>
Balance After Appropriation	\$	<u>21,683.00</u>

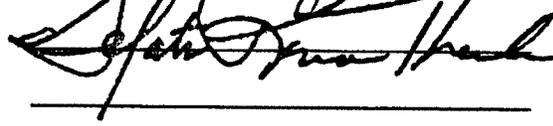
Account Receiving Appropriation:

	<i>Unifund Account #</i>	<u>710004.10.996.49700.0000.00.000.00.040</u>
	<i>Account Description</i>	<u>CIP Waterways Solomon Jacobs Park-Trans. In - from EF</u>
Balance Before Appropriation	\$	<u>61,982.64</u>
Balance After Appropriation	\$	<u>101,982.64</u>

DETAILED ANALYSIS OF NEED(S): Appropriation from Waterways Retained Earnings to complete purchase of floats, bridge & Engineering construction services for the CIP Solomons Jacob Park Landing Project.

**APPROVALS:**

DEPT. HEAD:  DATE: 11/23/15

ADMINISTRATION:  DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

\*\*\*\*CITY COUNCIL APPROVAL- 5 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2016-SA- 14 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Harbormaster's Office

APPROPRIATION AMOUNT: \$ 1,380.00

Account to appropriate from: *Unfund Account #* 700000.10.492.35900.0000.00.000.00.000  
*Account Description* Waterways Enterprise, Retained Earnings

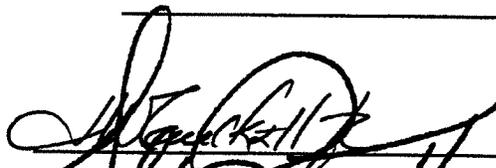
Balance Before Appropriation	\$	<u>21,683.00</u>
Balance After Appropriation	\$	<u>20,303.00</u>

Account Receiving Appropriation: *Unfund Account #* 700000.10.492.55810.0000.00.000.00.054  
*Account Description* Waterways Enterprise, Work/Safety Clothes

Balance Before Appropriation	\$	<u>110.00</u>
Balance After Appropriation	\$	<u>1,490.00</u>

DETAILED ANALYSIS OF NEED(S): Appropriation from Waterways Retained Earnings to purchase new float coats for Harbormater Personnel.

APPROVALS:

DEPT. HEAD:  DATE: 11/23/15

ADMINISTRATION: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

\*\*\*\*CITY COUNCIL APPROVAL- 5 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2016-SA- 15 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Harbormaster's Office \_\_\_\_\_

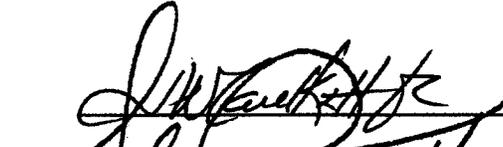
APPROPRIATION AMOUNT: \$ \_\_\_\_\_ 2,120.00 \_\_\_\_\_

Account to appropriate from:	Unifund Account #	<u>700000.10.492.35900.0000.00.000.00.000</u>
	Account Description	<u>Waterways Enterprise, Retained Earnings</u>
Balance Before Appropriation	\$	<u>20,303.00</u>
Balance After Appropriation	\$	<u>18,183.00</u>

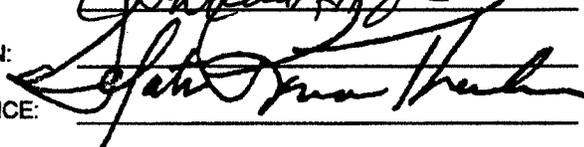
Account Receiving Appropriation:	Unifund Account #	<u>700000.10.492.57060.0000.00.000.00.057</u>
	Account Description	<u>Waterways Enterprise, Equipment</u>
Balance Before Appropriation	\$	<u>364.00</u>
Balance After Appropriation	\$	<u>2,484.00</u>

DETAILED ANALYSIS OF NEED(S): Appropriation from Waterways Retained Earnings to purchase new office refrigerator, personnel ID badges, security camera monitor, chart navigator pro computer program.

**APPROVALS:**

DEPT. HEAD: \_\_\_\_\_  DATE: 11/23/15

ADMINISTRATION: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_  DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

\*\*\*\*CITY COUNCIL APPROVAL- 5 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2016-SA- 16 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: Harbormaster's Office

APPROPRIATION AMOUNT: \$ 15,000.00

Account to appropriate from: *Unfund Account #* 720000.10.996.59600.0000.00.000.00.059  
*Account Description* R/A Mun. Waterways Imp. & Maint, Trans. Out - to EF

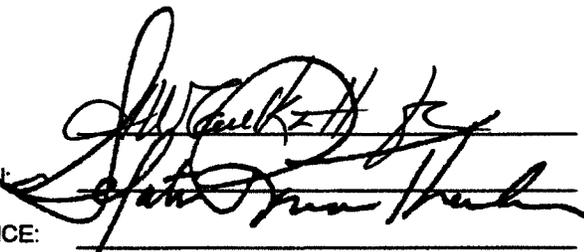
Balance Before Appropriation	\$	<u>23,006.00</u>
Balance After Appropriation	\$	<u>8,006.00</u>

Account Receiving Appropriation: *Unfund Account #* 710004.10.996.49700.0000.00.000.00.040  
*Account Description* CIP Waterways Solomon Jacobs Park-Trans. In - from EF

Balance Before Appropriation	\$	<u>101,982.64</u>
Balance After Appropriation	\$	<u>116,982.64</u>

DETAILED ANALYSIS OF NEED(S): Appropriation from R/A Municipal Waterways Improvement & Maintenance Fund to complete purchase of floats, bridge & Engineering construction services for the CIP Solomons Jacob Park Landing Project.

**APPROVALS:**

DEPT. HEAD:  DATE: 11/23/15

ADMINISTRATION: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

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

APPROPRIATION # 2016-SA- 17 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: Harbormaster's Office

APPROPRIATION AMOUNT: \$ 90,000.00

Account to appropriate from: *Unifund Account #* 740000.10.996.59600.0000.00.000.00.059  
*Account Description* Stabilization -St. Peter's Marina, Trans. Out - to EF

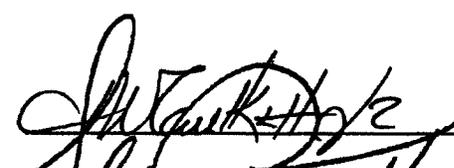
Balance Before Appropriation	\$	<u>134,000.00</u>
Balance After Appropriation	\$	<u>44,000.00</u>

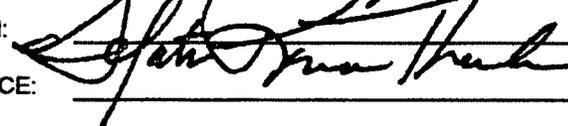
Account Receiving Appropriation: *Unifund Account #* 710004.10.996.49700.0000.00.000.00.040  
*Account Description* CIP Waterways Solomon Jacobs Park-Trans. In - from EF

Balance Before Appropriation	\$	<u>116,982.64</u>
Balance After Appropriation	\$	<u>206,982.64</u>

DETAILED ANALYSIS OF NEED(S): Appropriation from Waterways Stabilization St. Peter's Marina Fund to complete purchase of floats, bridge & Engineering construction services for the CIP Solomon Jacob Park Landing Project.

**APPROVALS:**

DEPT. HEAD:  DATE: 11/23/15

ADMINISTRATION:  DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

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 Sefatia Romeo Theken  
**Date:** December 2, 2015  
**Subject:** Division of Marine Fisheries Public Access Grant

Mayor Theken,

In your next Mayor's Report to Council will you include the attached awarded grant for City Council approval.

I have included the award letter, grant application and all applicable material data sheets for this project to be completed.

As stated in the grant application this project/float is to be built by the Gloucester High School Wood Shop.

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

Respectfully



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

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

Name of Grant: Small Grants Program

Department Applying for Grant: Gloucester Harbormaster

Agency-Federal or State application is requested from: Mass Division Marine Fisheries

Object of the application: Funds to Build New Magnolia Pier Float

Any match requirements: None

Mayor's approval to proceed: \_\_\_\_\_

*[Handwritten Signature]*  
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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[www.iceni.com/unlock.htm](http://www.iceni.com/unlock.htm)





David E. Pierce  
Director

# Commonwealth of Massachusetts

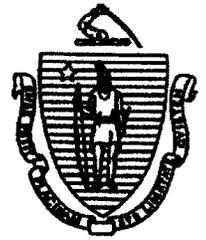
## Division of Marine Fisheries

1213 Purchase St. 3<sup>rd</sup> Floor

New Bedford, MA 02740

(508)990-2860

fax (508)990-0449



Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

George N. Peterson, Jr.  
Commissioner

Mary-Lee King  
Deputy Commissioner

November 23, 2015

James Caulkett  
Gloucester Harbormaster  
19 Harbor Loop  
Gloucester MA 01937

12/11/15  
C

Dear Harbormaster Caulkett,

Thank you for submitting a grant application to the DMF Public Access Grant. I am pleased to inform you that the Massachusetts Division of Marine Fisheries has approved your grant application in the amount of \$15,000. After much discussion our board was strongly in favor of funding the rebuilding of the Magnolia Pier Float.

You will receive a standard contract that will enable you to get reimbursed for this amount in the coming weeks. Once this is complete you may begin submitting receipts for reimbursement.

Congratulations on being awarded this grant. We look forward to seeing these improvements in the Town of Gloucester.

Sincerely,

Dr. David Pierce  
Director



Nineteen Harbor Loop  
Gloucester, MA 01930

TEL 978-282-3012  
FAX 978-281-4188  
jcaulkett@gloucester-ma.gov

**CITY OF GLOUCESTER**  
HARBORMASTER'S OFFICE

October 26, 2015

Mr. Ross K. Kessler  
Public Access Coordinator  
Commonwealth of Massachusetts  
Division of Marine Fisheries  
1213 Purchase Street 3<sup>rd</sup> Floor  
New Bedford, MA 02740

Re: Request for Responses, Recreational-Fishing/Public Access

Mr. Kessler,

The City of Gloucester through the Gloucester Waterways Board and Harbormaster's office is submitting this request for funds to assist in making repairs to the existing Magnolia Pier Public Landing Float.

This Public Landing is located in Magnolia Harbor and provides access to the waters of the Commonwealth not only for the citizens of Gloucester but those of Manchester by the Sea also.

The current float was purchased in 2002 and due to its exposure to the open ocean has exceeded its expected service life. Using funds through this grant program the Waterways Board would be able to have built through the Gloucester High School Wood Shop Program a larger more suitable float that would increase the stability of the float and insure the safety of all those who use the float to gain access to their moorings and the waters of the Commonwealth.

Additionally, this will support the Gloucester Waterways Board ongoing maintenance of this public landing utilizing Waterways Enterprise Retained Earnings.

Sincerely,

James W. Caulkett Jr.  
Harbormaster

**Massachusetts Division of Marine Fisheries  
Small Grants Program FY2016 Application Form**

**Please use the spaces provided in this form to address our evaluation and function criteria. Applicant responses are not limited to the number of lines in the current formatting. Any questions regarding this application should be directed to Ross Kessler at [ross.kessler@state.ma.us](mailto:ross.kessler@state.ma.us) or (508) 990-2860 ext 143.**

**In addition to answering the following questions, please provide a cover letter and any supporting documentation including drawings outlining the proposed project.**

**Evaluation Criteria: Please respond to these questions:**

**1. Importance / Relevance and Applicability of Proposal**

- a. How does the proposed project demonstrate the ability to restore, protect, enhance, replace or acquire fishing access that improves on the existing condition?  
The current float was purchased in 2002 and has exceeded its expected service life in this unprotected area.
- b. Is there a clear need for the project? Yes, the new float is twice as large as the old one and will provide a more stable platform for the boating/fishing public to gain access to their moorings.
- c. Is the budget reasonable? Yes, the funds available through this grant will purchase all necessary materials.
- d. Is the proposed approach cost-effective? Yes, utilizing the Gloucester High School Wood Shop class and its close proximity to the main Gloucester Boat ramp for launching will save enormous amounts of funding required to completing this project using normal contractual services.
- e. Does the project complement other programs and/or leverage other funds? Yes, this will allow for a portion of the Waterways Enterprise Retained Earnings to be used for necessary repairs to the Magnolia Public Landing Pier.

**2. Project Function**

- a. What are the project's primary benefits? Due to its physical location the Magnolia Public Landing Pier and Float provides public access to the waters for both Gloucester and Manchester residents.
- b. Does the project conform to objectives of this RFR? Yes
- c. Will the project meet all federal, state and local environmental laws, and expeditiously obtain applicable permits? Yes, the Gloucester Waterways Board through the Harbormaster's Office will obtain local Conservation and Building permits as required.

- d. Has the applicant cited relevant work that will be used to support the project? Yes, the Waterways Board through the Harbormaster's Office has designed and purchased floats and gangways for various other public landings in Gloucester including Lobster Cove Foot Bridge, Lanes Cove, Cripple Cove and Solomon Jacobs Public Landings.
  - e. Is the proposed plan achievable within the proposed timeframe? Yes, the Gloucester High school has stated they would be able to have this new float built for the 2016 Boating season.
  - f. What is the capacity of the applicant and associated project personnel to conduct the scope and scale of the project, as indicated by the qualifications and past experience of the project leaders and/or partners in overseeing similar projects? The Waterways Board through the Harbormaster's Office has overseen the improvement of various landings throughout Gloucester as stated in (d.) and also the rebuilding of Dun Fudgin Boat Ramp in 2002 through the State Public Access Board. The Waterways Board also received grant funds in 2014 through the Community Preservation Act to improve/enhance public landings located at the Head of Lobster Cove and Hodgkins Cove.
  - g. Does the applicant have the resources and capabilities to support and successfully manage the proposed work, including the availability of outside technical expertise? Yes, the Harbormaster's Office, working closely with a volunteer State Licensed Contractor, has provided adequate drawings for the Gloucester High School Wood Shop Leader to complete this project.
  - h. Is the project team qualified to complete the project as proposed? Yes, according to the Gloucester High School.
  - i. Does the proposal include an appropriate level of maintenance and post-construction monitoring or follow-up to document the long term functionality of the project (where applicable) Yes, according to Gloucester City Ordinances the Gloucester Waterways Board is tasked through the Harbormaster's Office to annually maintain and update all Public Landings throughout the City.
3. If there is an aspect of the proposed project that is not addressed in the **Importance / Relevance and Applicability of Proposal** or **Project Function** sections, please discuss below why this project should be funded. The Gloucester Waterways Board would like to stress again this project if approved will benefit two shoreside communities.



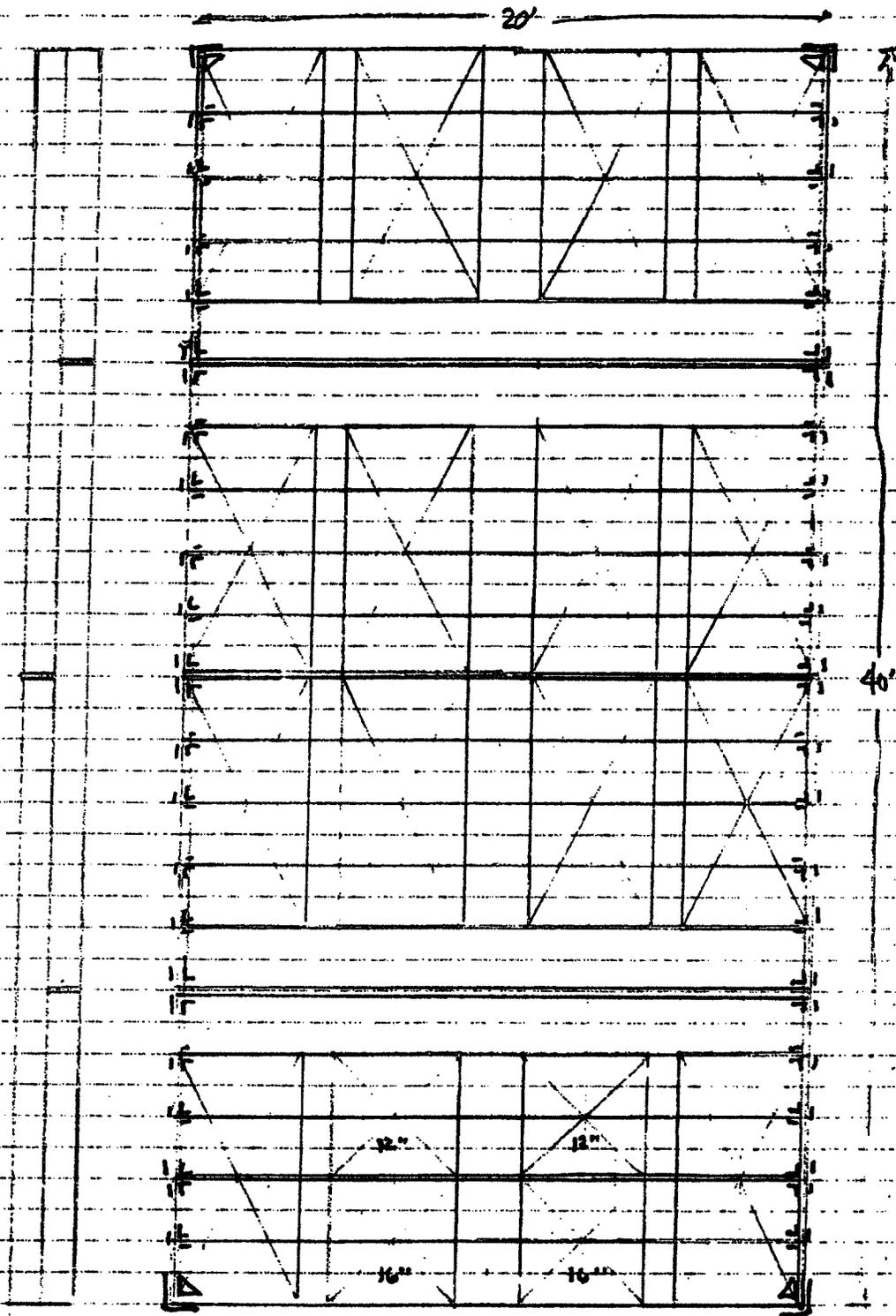
4- WD-E  
 4- WD-IN  
 44- WD-A  
 76- WD-W

2- E-4412T  
 2- E-4416T  
 14- E-4812T

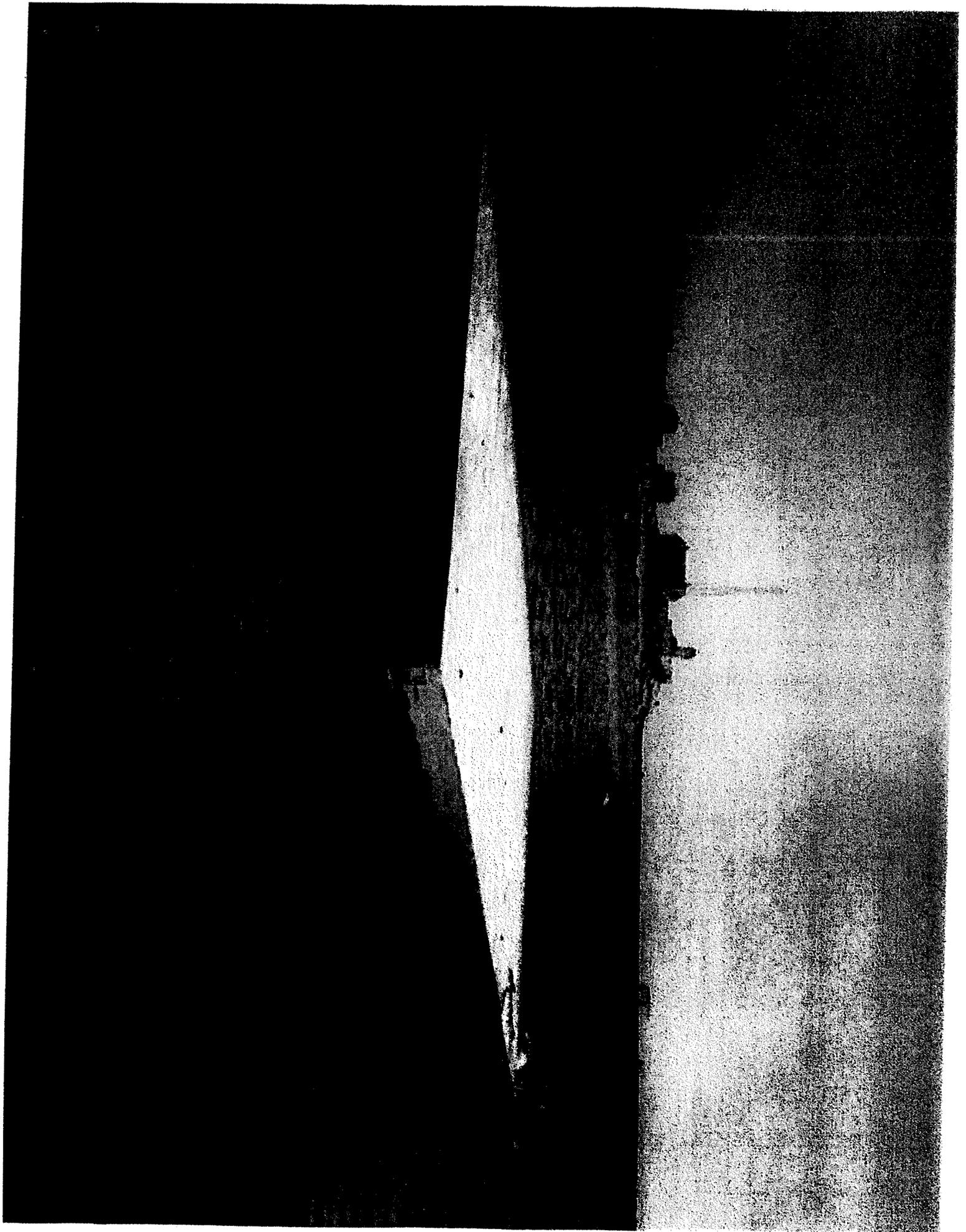
76- F-CB53  
 124- F-CB54S  
 168- F-LB4H  
 1934- F-PLUS

4 L-21010  
 27 L-21020  
 4 L-21220

42 L-2610  
 65 L-2620



44 96  
 29 21





# American Muscle Docks & Fabrication QUOTE

BOAT DOCKS - HARDWARE - FLOATS - METAL STAMPING - FABRICATION

141 Sunset Avenue  
 Wellsburg, WV 26070  
 Toll Free (800) 223-3444  
[www.AmericanMuscleDocks.com](http://www.AmericanMuscleDocks.com)  
 Fax (304) 737-2511

Invoice No.  
 Order Date: May 7, 2015  
 PO No.  
 Bill To: [Contact]  
 Address: [Street Address]  
 [City, State Zip]  
 Phone: [Customer Phone]  
 E-mail:  
 Fax:

## QUOTE

Item	Quantity	Unit Price	Total Price
F-100	1	\$ 2,111.00	\$ 2,111.00
F-101	1	\$ 278.16	\$ 278.16
F-102	14	\$ 319.87	\$ 4,478.18
F-103	76	\$ 0.54	\$ 41.04
F-104	184	\$ 0.55	\$ 101.84
F-105	103	\$ 0.39	\$ 40.17
F-PLUS	1934	\$ 0.32	\$ 618.88



Invoice Subtotal	\$	4,646.85
Tax Rate		0.00%
Sales Tax		-
Shipping		-
Deposit Received		-

All prices are net in US Dollars and are effective at the time of printing. Although we strive to keep prices effective for the life of the catalog, due to unexpected manufacturer price changes or changes in commodity markets, pricing and quotes are subject to change without notice. Under normal conditions, quotations are valid for 30 days unless otherwise specified or if based on dated sales prices.



Building Center of Essex  
 140 Western Ave  
 Essex, MA 01929  
 978-768-7151  
 Fax: 978-768-6145



**QUOTE**

1505-147710

PAGE 1 OF 1

GLOUCESTER-HARBORMAST./CITY OF  
 HARBORMASTER  
 19 HARBOR LOOP  
 GLOUCESTER MA 01930

GLOUCESTER-HARBORMAST./CITY OF  
 HARBORMASTER  
 19 HARBOR LOOP  
 GLOUCESTER MA 01930  
 978-282-3012

2215	0
CREATED ON	05/13/2015
EXPIRES ON	05/23/2015
BRANCH	3000
CUSTOMER PO#	
STATION	ML07
CASHIER	AP
SALESPERSON	
ORDER ENTRY	AP
MODIFIED BY	

Item	Description	Quantity	U/M	Price	Per	Amount
21020T	2X10X20' TREATED	28	EA	33.2300	EA	930.44
21220T	TREATED #1 2X12 20'	12	EA	45.7000	EA	548.40
2616T	TREATED #1 2X6X16'	110	EA	13.3000	EA	1463.00
This quote is an estimate. Final quantities are to be verified by the contractor. The pricing is valid for 10 days.				EXE 0.00%	Subtotal	2,941.84
				EXE: 04-6001390	Sales Tax	0.00
					Total	2,941.84

Buyer: CHRIS LUCIDO

Signature

**GLOUCESTER WATERWAYS BOARD**

**MAGNOLIA PIER PUBLIC LANDING**

**FLOAT REPLACEMENT PROJECT**

(ADDITIONAL MATERIALS LIST)

1/ 4, 3000lb. concrete mooring disks (\$700.00 ea.)

2/ 2 barrels ½" mooring chain (200 ft. per barrel) \$930.00 ea. (\$4.65 per foot)

3/ Various mooring shackles and wire ties \$100.00

**GLOUCESTER WATERWAYS BOARD**  
**MAGNOLIA PIER PUBLIC LANDING**  
**FLOAT REPLACEMENT PROJECT**  
**BUDGET SHEET**

1/ American Muscle Quote	\$4,646.85
2/ Building Center Quote	\$2,941.84
3/ Additional Materials Sheet	\$4,760.00
4/ Installation Estimate/Product Price Increase	\$2,651.00
Total	\$15,000.00

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> <u>City of Gloucester</u> (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> <u>Dept of Fish &amp; Game, Div Marine Fisheries</u> <b>MMARS Department Code:</b> <u>FWE</u>	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> <u>19 Harbor Loop, Gloucester MA, 01930</u>		<b>Business Mailing Address:</b> <u>1213 Purchase St. New Bedford MA, 02740</u>	
<b>Contract Manager:</b> <u>Jim Caulket, Harbormaster</u>		<b>Billing Address (if different):</b> <u>SAME</u>	
<b>E-Mail:</b> <u>jcaulket@gloucester-ma.gov</u>		<b>Contract Manager:</b> <u>Ross K. Kessler</u>	
<b>Phone:</b> <u>978-282-3013</u>	<b>Fax:</b>	<b>E-Mail:</b> <u>ross.kessler@state.ma.us</u>	
<b>Contractor Vendor Code:</b> <u>CODE VC6000192096</u>		<b>Phone:</b> <u>508-990-2860</u>	<b>Fax:</b> <u>508-990-0449</u>
<b>Vendor Code Address ID (e.g. "AD001"):</b> <u>AD_001</u> (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> <u>GLOUCESTER03003328F16</u>	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____ <u>20</u> _____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ <u>15,000.00</u> .			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>DMF Small Grant Program providing funding for repair and replacement of a dock and pier project at Magnolia Pier.</u>			
<b>ANTICIPATED START DATE:</b> (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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____	Date: _____	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>Mayor Sefatia Romeo Theken</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



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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"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.



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

Chief Leonard Campanello  
(978)281-9775

*Memorandum*

**November 13, 2015**

**To: Mayor Sefatia RomeoTheken**

**From: Chief Leonard Campanello**

**RE: FY16 State 911 Support & Incentive Grant**

Mayor Romeo Theken,

Please find our approved application for the FY16 State 911 Support & Incentive Grant in the amount of \$61,795.00. This is a yearly grant and I respectfully ask that it be approved to accept.

Respectfully,

  
Leonard Campanello  
Chief of Police



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

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

Name of Grant: FY16 Support & Incentive Grant

Department Applying for Grant: Police

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

Object of the application: Provide funding for ED11 salaries/overtime/equipment

Any match requirements: None

Mayor's Approval: [Signature] 10/22/2015  
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.**



## **FY16 Support & Incentive Grant Award**

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

**Sent:** Friday, November 06, 2015 4:41 PM

**To:** Leonard Campanello

**Cc:** Stacie Couture

**Attachments:** S35C-415110616564.pdf (2 MB)

Attached you will find a scanned copy of your award letter, contract, and Appendix A: Personnel List for your **FY2016 Support & Incentive Grant**.

Please be sure to make a copy of these for your grant file, they will not be mailed.

**Your effective contract start date is: November 6, 2015**

- **There shall be no reimbursement for costs incurred prior to the Effective Date of the Contract.**
- **All goods and services SHALL be received on or before June 30, 2016 to be eligible for reimbursement.**
- **Reimbursement requests should be submitted to the Department within thirty (30) days of the date on which the cost is incurred.** Reimbursement requests must include expenditure and activity reports as well as supporting documentation, including but not limited to, copies of receipts, proof of payment and/or payroll records. All requests for reimbursement shall be submitted by September 30, 2016.

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

Thank you,

**Cindy Reynolds | Grants Specialist |**

State 911 Department  
1380 Bay Street – Bldg. C  
Taunton, MA 02780  
DIRECT: | 508.821.7299  
FAX: | 508.828.2585

E-Mail | [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us)

Forms | Applications | EMD Resources | Approved Trainings | [www.mass.gov/E911](http://www.mass.gov/E911)



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](http://www.mass.gov/e911)



**CHARLES D. BAKER**  
Governor

**DANIEL BENNETT**  
Secretary of Public Safety  
and Security

**FRANK POZNIAK**  
Executive Director

November 6, 2015

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

Dear Chief Campanello,

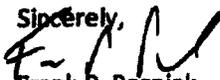
The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2016 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel List for your grant. Please note your contract start date is **November 6, 2015** and will run through June 30, 2016. 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, 2016.

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](http://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 three (3) 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](mailto:911DeptGrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2016.

Sincerely,

  
Frank P. Pozniak  
Executive Director

cc: FY 2016 Support and Incentive Grant File

**Commonwealth of Massachusetts**

**Executive Office of Public Safety and Security  
State 911 Department**



**State 911 Department**

**Public Safety Answering Point and Regional Emergency Communication Center  
Support and Incentive Grant Application**

**Fiscal Year 2016**

**All applications shall be mailed or hand delivered.**

**All applications must be received by 5:00 P.M. on Friday, April 1, 2016.**

### Application 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).

- Quotes
- Appendix A – Personnel Costs, if applicable

**Regional PSAPs and RECCs only:**

- Detailed Departmental Budget, including all salary costs.
- 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 for each Signatory
- Signed and Dated Standard Contract Page

All applications with original signatures shall be submitted to:

State 911 Department  
1380 Bay Street, Building C  
Taunton, MA 02780

Type of PSAP: (please check one)

- Primary     Regional     Regional Secondary  
 Regional Emergency Communication Center

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

2. Name of Applicant City of Gloucester Police Department  
 Name /Title of Authorized Signatory Chief Leonard Campanello  
 Address (if different from above) \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 Email Address lcampanello@gloucester-ma.gov

3. Name/Title of Program/Contract Manager Stacie Nicastro Financial Coordinator  
 Telephone Number 978-281-9775 ext. 2  
 Fax Number 978-282-3026  
 Email Address snicastro@gloucester-ma.gov

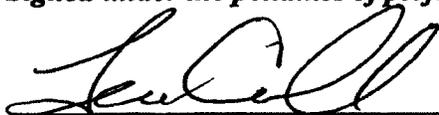
4. Total Grant Program funds requested. \$61,795.00

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 15<sup>th</sup> day of October, 20 15



\_\_\_\_\_  
 ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY  
 (in blue ink)

<b>Primary PSAP, Regional PSAP, Regional Secondary PSAP, &amp; RECC</b>	
<b>CATEGORY</b>	<b>AMOUNT</b>
A. Enhanced 911 Telecommunicator Personnel Costs	\$30,593.00
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$26,786.00
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$4,416.00
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$

**\*Total amount must exactly match amount requested on application page**

<b>REGIONAL PSAP and RECC ONLY</b>	
<b>CATEGORY</b>	<b>AMOUNT</b>
H. Public Safety Radio Systems	\$
<b>TOTAL*</b>	<b>\$ 61,795.00</b>

\*Total amount must exactly match amount requested on application page

<b>REGIONAL SECONDARY PSAP ONLY</b>	
<b>CATEGORY</b>	<b>AMOUNT</b>
I. PSAP Customer Premises Equipment Maintenance	\$
<b>TOTAL*</b>	\$

\*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 2016 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.

Attach Appendix A

Total Category A

\$30,593.00 \_\_\_\_\_

**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. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment**

Description:

Vendor:

Attach Quote and mark with letter B

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 (12/1/2015-6/30/2016) 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.”

Are the requested items linked to CAD? Please see attached proposed contract  
 Where will the requested items be located?  
 What will be displayed on monitors, if requested?

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

Attach Quote and mark with letter C

Total Category C

\$26,786.00
-------------

**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 SIEC special conditions, as may be amended from time to time. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homesec/sdsiecspecialconditionsradiofrequenciesdec09.pdf>.

The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. Questions relating to the SIEC special conditions should be directed to the SWIC, Steve Staffier, who can be reached by email at [steve.staffier@state.ma.us](mailto:steve.staffier@state.ma.us).

**D. Radio Consoles**

Description:

Vendor:

Attach Quote and mark with letter D

**FY 2016**

**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: (3) Concept Seating model 3142 executive (black leather) seven footed base, lumbar support bladder and swing away arm rest.

Have you previously applied for funding for dispatcher chairs? Yes

If so, what year? 2012

Are they under warranty? Yes

Vendor: Milton C. Walsh

Attach Quote and mark with letter E

**Total Category E**

\$4,416.00

**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 Associated with Providing Enhanced 911 Service**

Description:

Vendor:

Attach Quote and mark with letter F

**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 and Related Maintenance Associated with Providing Enhanced 911 Service**

Description:

Please include use and location of the requested item(s).

Vendor:

Attach Quote and mark with letter G

**Total Category G**

\$ \_\_\_\_\_

*REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.*

**All goods and/or services shall be received on or before June 30, 2016 to be eligible for reimbursement under the Fiscal Year 2016 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.**

**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 SIEC special conditions, as may be amended from time to time. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homsec/sdsiecspecialconditionsradiofrequenciesdec09.pdf>.

The State 911 Department will submit requests for such funding to the SIEC for review and confirmation that the requested item(s) comply with the SIEC special conditions. Questions relating to the SIEC special conditions should be directed to the SWIC, Steve Staffier, who can be reached by email at [steve.staffier@state.ma.us](mailto:steve.staffier@state.ma.us).

Description:

Vendor:

Attach Quote and mark with letter H

**Total Category H**

\$ _____
----------

***REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.***

**All goods and/or services shall be received on or before June 30, 2016 to be eligible for reimbursement under the Fiscal Year 2016 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 and mark with letter I

**Total Category I**

\$ _____
----------

*REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.*

**All goods and/or services shall be received on or before June 30, 2016 to be eligible for reimbursement under the Fiscal Year 2016 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.**



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

<b>CONTRACTOR LEGAL NAME:</b> City of Gloucester / <i>(and d/b/a) Gloucester Police Dept.</i>		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department	
<b>Legal Address:</b> (W-9, W-4, T&C): 9 Dale Ave Gloucester, MA 01930		<b>MMARS Department Code:</b> EPS	
<b>Contract Manager:</b> Chief Leonard Campanella		<b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780	
<b>E-Mail:</b> <a href="mailto:lcampanella@gloucester-ma.gov">lcampanella@gloucester-ma.gov</a>		<b>Billing Address (if different):</b>	
<b>Phone:</b> 978-381-8775 <b>Fax:</b> 978-282-3026		<b>Contract Manager:</b> Cindy Reynolds	
<b>Contractor Vendor Code:</b> <i>VC6000192096</i>		<b>E-Mail:</b> 911DeptGrants@state.ma.us	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 <i>(Note: The Address ID must be set up for EFT payments.)</i>		<b>Phone:</b> 508-821-7299 <b>Fax:</b> 508-826-2585	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only)		<b>MMARS Doc ID(s):</b> CT SUPG	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
<b>RF/Procurement or Other ID Number:</b> FY2016 SUPPORT & INCENTIVE GRANT			

The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.  
 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 815 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.)  
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended): \$ *61,195.00*

**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); \_\_\_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2016 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:  
 1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.  
 2. may be incurred as of \_\_\_\_\_, 20\_\_\_\_, a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.  
 3. were incurred as of \_\_\_\_\_, 20\_\_\_\_, a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** 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 June 30, 2016 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 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.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**  
 X: *Leonard Campanella* Date: 10/15/15  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: Chief Leonard Campanella  
 Print Title: Police Chief

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**  
 X: *Frank Pozniak* Date: 11/6/15  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: Frank Pozniak  
 Print Title: Executive Director

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

**Contractor Legal Name: City of Gloucester Police Department  
Contractor Vendor/Customer Code:**

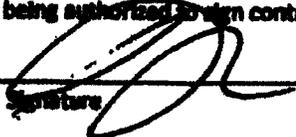
**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. 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 defenses 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: 10/1/2015

Title: Mayor

Telephone: 978-281-9700

Fax: 978-281-9738

Email: sromeotheken@gloucester-ma.gov

[Listing cannot 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: City of Gloucester Police Department  
Contractor Vendor/Customer Code:

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. STATE 911 DEPARTMENT REQUIRES THIS FORM FOR EACH AUTHORIZED SIGNATORY LISTED ON THE PREVIOUS PAGE.

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

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

Title: Police Chief

X *Leonard Campanello*

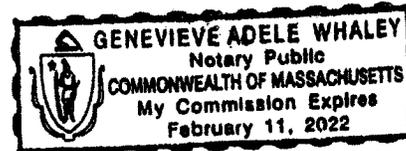
Signature as it will appear on contract or other document (Complete only in presence of notary):

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: OCTOBER 15, 2015

OCTOBER 15, 2015, 20 15

My commission expires on: FEBRUARY 11, 2022



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

**Appendix A - Personnel Costs**  
**(List Certified Enhanced 911 Telecommunicators)**

*All Cert's*  


**NAME OF PSAP:** Gloucester

Last Name, First Name (Please use Alphabetical Order)	Indicate Full-time (F) or Part-time (P)	Hourly Pay Rate	Overtime Pay Rate
Aberle, Josiah	F	\$28.03	\$42.05
Adelfio, Vincent	F	\$28.03	\$50.45
Alves, Clifford	F	\$28.03	\$52.56
Balbo, Joseph	F	\$28.03	\$50.45
Bouchie, Shawn	F	\$28.03	\$42.05
Cahill, William	F	\$28.03	\$52.56
Carr, George	F	\$28.03	\$50.45
Cecilio, Marc	F	\$28.03	\$52.56
Chipperini, Brendan	F	\$28.03	\$42.05
Cimoszko, Michal	F	\$25.68	\$46.22
Ciolino, Jerome	F	\$28.03	\$46.25
Crowley, Brian	F	\$28.03	\$42.05
D'Angelo, David	F	\$25.68	\$38.52
Duffany, Scott	F	\$28.03	\$42.05
Duwart, Carlton	F	\$28.03	\$42.05
Fialho, Heidi	F	\$28.03	\$50.45
Foote, Jared	F	\$25.68	\$38.52
Foote, Mark	F	\$28.03	\$42.05
Frates, Christopher	F	\$28.03	\$52.56
Gaudenzi, Keith	F	\$25.68	\$46.22
Genovese, Christopher	F	\$28.03	\$46.25
Giacalone, Anthony	F	\$28.03	\$42.05
Gossom, Kelly	F	\$23.62	\$39.01
Hicks, Kevin	F	\$28.03	\$46.25
Knickle, Andrew	F	\$28.03	\$46.25
Lamberis, Stephen	F	\$28.03	\$52.56
Liacos, Christopher	F	\$28.03	\$46.25
Mackey, Kevin	F	\$28.03	\$50.45
Mizzoni, Steven	F	\$28.03	\$46.25
Morrissey, Robert	F	\$25.68	\$38.52
Mosley, Heath	F	\$28.03	\$42.05
Muise, Kevin	F	\$28.03	\$46.25
Officer, James	F	\$28.03	\$52.56
O'Leary, Timothy	F	\$28.03	\$42.05
Palazola, Robert	F	\$28.03	\$50.45
Parady, Joseph	F	\$28.03	\$46.25
Piscitello, Ronald	F	\$28.03	\$46.25
Quinn, Michael	F	\$28.03	\$52.56
Quinn, Thomas	F	\$28.03	\$52.56
Scola, Michael	F	\$28.03	\$50.45
Simoes Troy	F	\$28.03	\$42.05
Stuart, Leon	F	\$28.03	\$42.05
Sutera, Peter	F	\$28.03	\$50.45
Trefry, Jonathan	F	\$28.03	\$50.45
Tucker, Richard	F	\$23.62	\$37.58

**Please use additional pages if needed.**

C



## Network Administration and Maintenance Agreement FY16

### The Client:

Gloucester Police Department  
197 Main Street  
Gloucester, MA 01931

### 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 for protection of intellectual property. This agreement is subject to the Public Records Laws.

### **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 one invoice. The total cost outlined in this statement of work is \$26,786.00.

**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 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.

**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:

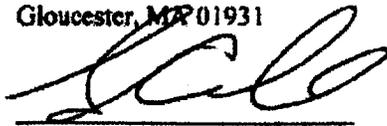
Effective date: December 1, 2015

Expire date: June 30, 2016

State Bid Vendor ID Code SHI: VC6000262232 ITS42

Delphi maintenance contracts are renewed at at 1.5% increase, unless Delphi Technology Solutions, Inc. is notified 60 days in advance of revised renewal date of record.

Agreed To:  
City of Gloucester  
197 Main Street  
Gloucester, MA 01931



City of Gloucester Designee

10-8-15  
Agreed Date

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



Delphi Technology Solutions, Inc.

10/8/15  
Agreed Date



©

Pricing Proposal  
Quotation #: 9833094  
Created On: 6/15/2015  
Valid Until: 10/30/2015

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**Gloucester Police Department**

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**Leonard Campanello**  
197 Main Street  
Gloucester, MA 01930  
United States  
Phone: (978) 283-1212  
Fax:  
Email: Lcampanello@gloucester-ma.gov

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**Inside Account Manager**

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**Jonathan Gaudet**  
290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 732-652-6404  
Fax: 732-652-6405  
Email: Jonathan\_Gaudet@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 DELPHI TECHNOLOGY SOLUTIONS - Network Maintenance Delphi Technology Solutions - Part#: NPN-DELPH-NETWO-A Coverage Term: 12/1/2015 – 6/30/2016	1	\$26,786.00	\$26,786.00
		Total	\$26,786.00

**Additional Comments**

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ITS-42 STATE CONTRACT (AFTER 7/1/2015 IT WILL BE ITS-58)

SHI VENDOR CODE VC60000262232

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-281-8472  
jdunn@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE TREASURER/COLLECTOR**

To: Sefatia Romeo Theken, Mayor  
From: John P. Dunn, CFO   
Date: November 10, 2015  
Re: Allocation of General Fund Free Cash

As you know, the Massachusetts Department of Revenue Division of Local Services certified General Fund Free Cash on October 15, 2015 in the amount of \$3,450,815. We have proposed to use \$1,000,000 of this to amortize the FY 2015 Snow & Ice deficit. That leaves \$2,450,815 to be allocated according to the Capital Plan Funding and Free Cash Distribution Policy (attached).

The distribution of the \$2,450,815 according to the policy would be as follows:

To Capital Projects Stabilization Fund (40%)	\$980,326
To Building Maintenance Stabilization Fund (20%)	\$490,163
To General Stabilization Fund (10%)	\$245,081
Remaining as unreserved Free Cash (30%)	\$735,245
Total	\$2,450,815

Attached are three Supplemental Appropriations to accomplish the transfers from Free Cash to the three stabilization funds.

In addition, as a Building Maintenance Stabilization Fund does not currently exist in the City, we must ask the Council to establish such. The Council should create such a fund under M.G.L. Chapter 40, Section 5B for the specific purpose of funding extraordinary Facility Maintenance (repair and upkeep) expenditures relating to all city buildings (City and School).

If you are in agreement with this proposal, please sign the attached Special Appropriations and forward this information to the City Council in the next Mayor's report. Thank you.

## **Capital Plan Funding and Free Cash Distribution Policy**

The purpose of this recommendation is to improve the City of Gloucester's capital planning and investment through the creation and funding of a Capital Stabilization Fund and a Building Maintenance Stabilization Fund in accordance with MGL Ch. 40, Section 5B. Furthermore, we are recommending a standard for the distribution of free cash.

**Capital Stabilization Fund** – The Capital stabilization fund would be established for planned capital improvements as determined through our current Capital Improvement Plan process. The source of the funding would be 40% of the annual certified free cash. This fund would not be used for routine annual maintenance expenses.

**Building Maintenance Stabilization Fund** – This fund would be for extraordinary unforeseen Facility Maintenance expenditures relating to all city building facilities (School and City). For the purpose of this fund, maintenance shall mean repair and upkeep of city facility assets. The idea is to allow this fund to grow over time to hedge against unexpected events. The source of funding for this fund would be 20% of annual free cash certified.

**Certified Free Cash Distribution** – The proposed distribution of free cash would be executed annually at the time of certification. The purpose is to provide structure and discipline relative to the use of free cash and in so doing, allow the City to improve strategic planning. The recommended distribution for future year's free cash is as follows:

Capital Stabilization Fund – 40%

Building Maintenance Stabilization Fund – 20%

General Stabilization Fund – 10%

Remaining as unreserved Free Cash – 30%

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

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

APPROPRIATION # 2016 SA- 9 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Mayor \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 980,326.00

Account to appropriate from: *Unfund Account #* 101000.10.000.35900.0000.00.000.00.000  
*Account Description* General Fund - F/B Undesignated

Balance Before Appropriation	\$	<u>2,450,815.00</u>
Balance After Appropriation	\$	<u>1,470,489.00</u>

Account Receiving Appropriation: *Unfund Account #* 850000.10.991.49700.0000.00.000.00.040  
*Account Description* Capital Projects Stabilization Fund - Transfers in

Balance Before Appropriation	\$	<u>47,796.00</u>
Balance After Appropriation	\$	<u>1,028,122.00</u>

DETAILED ANALYSIS OF NEED(S): Transfer from General Fund Free Cash to Capital Projects Stabilization Fund per Capital Plan Funding and Free Cash Distribution Policy

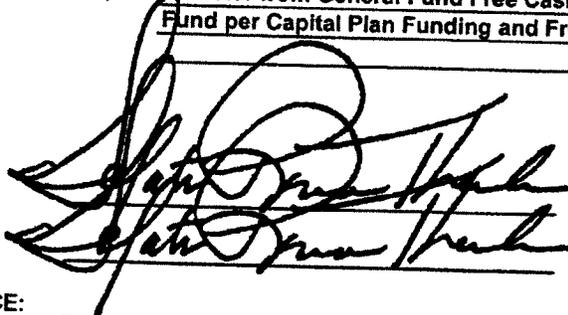
APPROVALS:

DEPT. HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

ADMINISTRATION: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_



**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

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

APPROPRIATION # 2016 SA- 10 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Mayor \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 490,163.00

Account to appropriate from:	Unifund Account #	<u>101000.10.000.35900.0000.00.000.00.000</u>
	Account Description	<u>General Fund - F/B Undesignated</u>
Balance Before Appropriation	\$	<u>1,470,489.00</u>
Balance After Appropriation	\$	<u>980,326.00</u>

Account Receiving Appropriation:	Unifund Account #	<u>XXXXXX.10.991.49700.0000.00.000.00.040</u>
	Account Description	<u>Building Maintenance Stabilization Fund - Transfers In</u>
Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>490,163.00</u>

DETAILED ANALYSIS OF NEED(S): Transfer from General Fund Free Cash to Building Maintenance Stabilization Fund per Capital Plan Funding and Free Cash Distribution Policy

APPROVALS: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPT. HEAD: [Signature] DATE: \_\_\_\_\_

ADMINISTRATION: [Signature] DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

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

APPROPRIATION # 2016 SA- 1B Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Mayor \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 245,081.00

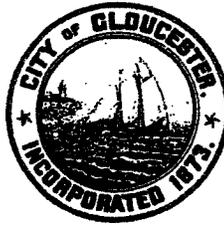
Account to appropriate from:	Unfund Account #	<u>101000.10.000.35900.0000.00.000.00.000</u>
	Account Description	<u>General Fund - F/B Undesignated</u>
Balance Before Appropriation	\$	<u>980,326.00</u>
Balance After Appropriation	\$	<u>735,245.00</u>

Account Receiving Appropriation:	Unfund Account #	<u>840000.10.991.49700.0000.00.000.00.040</u>
	Account Description	<u>Stabilization Fund - Transfers In</u>
Balance Before Appropriation	\$	<u>1,946,414.00</u>
Balance After Appropriation	\$	<u>2,191,495.00</u>

DETAILED ANALYSIS OF NEED(S): Transfer from General Fund Free Cash to General Stabilization Fund per Capital Plan Funding and Free Cash Distribution Policy

APPROVALS: \_\_\_\_\_  
 DEPT. HEAD: [Signature] DATE: \_\_\_\_\_  
 ADMINISTRATION: [Signature] DATE: \_\_\_\_\_  
 BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
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jdunn@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE TREASURER/COLLECTOR**

To: Sefatia Romeo Theken, Mayor  
James Destino, CAO

From: John P. Dunn, CFO 

Date: December 2, 2015

Re: Fiscal 2016 Free Cash Appropriations

As discussed, the following is a summary of the Free Cash appropriations to be presented to the City Council in the next Mayor's Report.

\$15,000 to Inspectional Services' Furniture & Fixtures account

This amount is the estimate for furniture, equipment and remodeling for the new reception area to be established at the City Hall Annex on Pond Road. This will be funded from the Building Maintenance Stabilization Fund.

\$3,000 to Public Property Maintenance – Downtown Improvements

This will supplement the original appropriation of \$20,000 and be used for various enhancements in the downtown. This amount will be funded from General Fund Free Cash.

\$35,000 to Mayor's Contingency & Emergency account

Up to \$25,000 will be used for Labor Counsel support during contract negotiations, \$10,000 will be available for any unforeseen expenditures during the balance of the fiscal year. This amount will be funded from General Fund Free Cash.

Attached are Supplemental Appropriation forms to accomplish the above.

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

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

APPROPRIATION # 2016 SA- 18 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Mayor \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 35,000.00

Account to appropriate from:	Unfund Account #	<u>101000.10.000.35900.0000.00.000.00.000</u>
	Account Description	<u>General Fund - F/B Undesignated</u>
Balance Before Appropriation	\$	<u>732,245.00</u>
Balance After Appropriation	\$	<u>697,245.00</u>

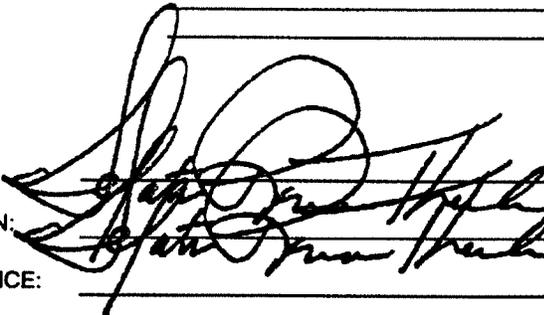
Account Receiving Appropriation:	Unfund Account #	<u>101000.10.121.57800.0000.00.000.00.057</u>
	Account Description	<u>Mayor - Contingency/Emergency</u>
Balance Before Appropriation	\$	<u>1,084.67</u>
Balance After Appropriation	\$	<u>36,084.67</u>

DETAILED ANALYSIS OF NEED(S): To fund Labor Counsel and for unforeseen expenditures

\_\_\_\_\_

\_\_\_\_\_

**APPROVALS:**

DEPT. HEAD:  DATE: \_\_\_\_\_

ADMINISTRATION: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

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

APPROPRIATION # 2016 SA- 19 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Mayor \_\_\_\_\_

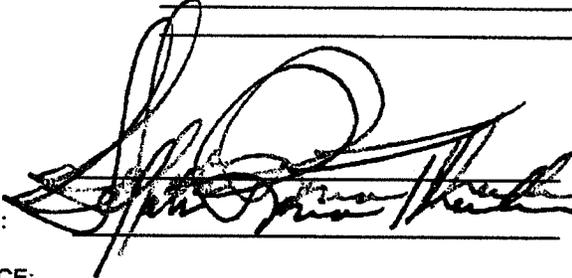
APPROPRIATION AMOUNT: \$ 3,000.00

Account to appropriate from:	Unfund Account #	<u>101000.10.000.35900.0000.00.000.00.000</u>
	Account Description	<u>General Fund - F/B Undesignated</u>
Balance Before Appropriation	\$	<u>735,245.00</u>
Balance After Appropriation	\$	<u>732,245.00</u>

Account Receiving Appropriation:	Unfund Account #	<u>101000.10.470.52181.0000.00.000.00.052</u>
	Account Description	<u>Public Property Maint. - Downtown Improvements</u>
Balance Before Appropriation	\$	<u>4,641.66</u>
Balance After Appropriation	\$	<u>7,641.66</u>

DETAILED ANALYSIS OF NEED(S): To fund various Downtown enhancements

APPROVALS:

DEPT. HEAD:  DATE: \_\_\_\_\_

ADMINISTRATION: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2016**

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

APPROPRIATION # 2016-SA- 20 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Mayor \_\_\_\_\_

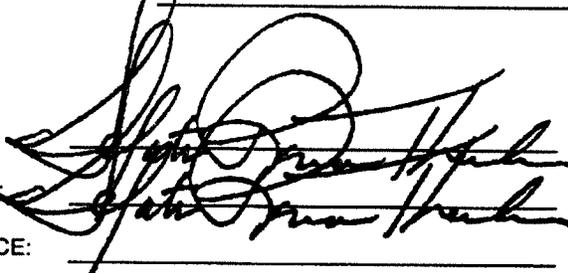
APPROPRIATION AMOUNT: \$ 15,000.00

Account to appropriate from:	Unifund Account #	<u>XXXXXX.10.000.35900.0000.00.000.00.040</u>
	Account Description	<u>Building Maint. Stab. Fund - F/B Undesignated</u>
Balance Before Appropriation	\$	<u>490,163.00</u>
Balance After Appropriation	\$	<u>475,163.00</u>

Account Receiving Appropriation:	Unifund Account #	<u>101000.10.241.58504.0000.00.000.00.058</u>
	Account Description	<u>Inspectional Services - Furniture &amp; Fixtures</u>
Balance Before Appropriation	\$	<u>800.00</u>
Balance After Appropriation	\$	<u>15,800.00</u>

DETAILED ANALYSIS OF NEED(S): Transfer from Building Maintenance Stabilization to fund reception area renovations at City Hall Annex at Pond Road

**APPROVALS:**

DEPT. HEAD:  DATE: \_\_\_\_\_

ADMINISTRATION: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_