

CITY CLERK
GLOUCESTER, MA
15 DEC 29 AM 8:42



GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, January 7, 2016 – 5:00 p.m.
1st Fl. Council Committee Room – City Hall

AGENDA

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

1. ***Continued Business from 12/10/15:***
 - A) Memorandum from Harbormaster & Supplementary Appropriations 2016-SA-12, 2016-SA-13, 2016-SA-14, 2016-SA-15, 2016-SA-16, 2016-SA-17
 - B) Memo, Grant Application & Checklist from the Harbormaster to Accept a Division of Marine Fisheries Public Access Grant in the amount of \$15,000
 - 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
2. ***Grant Application & Checklist from the Fire Department re: Application for FY15 EMPG Emergency Management Performance Grant for \$6,460 (100 percent match required)***
3. ***Memorandum from GPS Director of Finance & Operations re: Special Budgetary Transfer Request 2016-SBT-4***
4. ***Letter from Executive Director of PERAC re: Appropriation for Fiscal Year 2017 – For Information Only (This matter will be taken up during the B&F Committee meetings pursuant to FY17 city budget)***
5. ***Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report***

CC: Mayor Theken
Jim Destino
Kenny Costa
John Dunn
Fire Chief Eric Smith
Police Chief Leonard Campanello
Harbormaster Jim Caulkett
Tom Lafleur



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

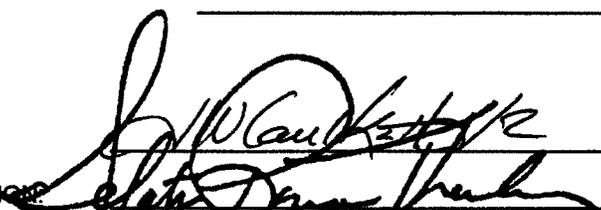
APPROPRIATION AMOUNT: \$ 22,500.00

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:

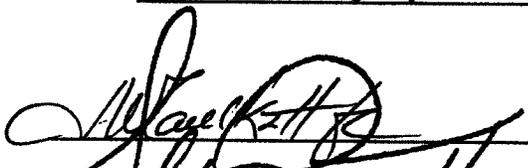
	<i>Unifund Account #</i>	<u>700000.10.492.35900.0000.00.000.00.000</u>
	<i>Account Description</i>	<u>Waterways Enterprise, Retained Earnings</u>
Balance Before Appropriation	\$	<u>61,683.00</u>
Balance After Appropriation	\$	<u>21,683.00</u>

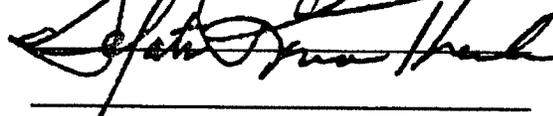
Account Receiving Appropriation:

	<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

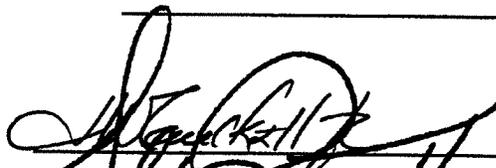
Balance Before Appropriation	\$	<u>21,683.00</u>
Balance After Appropriation	\$	<u>20,303.00</u>

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

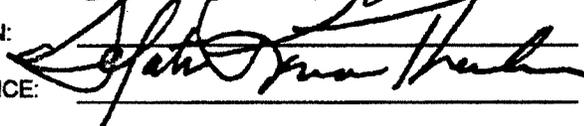
Account to appropriate from:	Unifund Account #	<u>700000.10.492.35900.0000.00.000.00.000</u>
	Account Description	<u>Waterways Enterprise, Retained Earnings</u>
Balance Before Appropriation	\$	<u>20,303.00</u>
Balance After Appropriation	\$	<u>18,183.00</u>

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

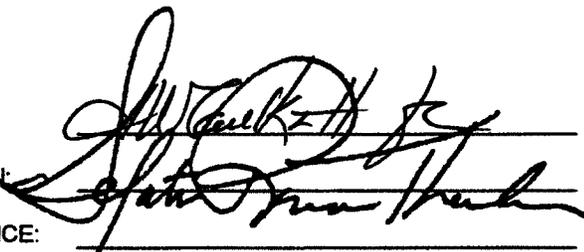
Balance Before Appropriation	\$	<u>23,006.00</u>
Balance After Appropriation	\$	<u>8,006.00</u>

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

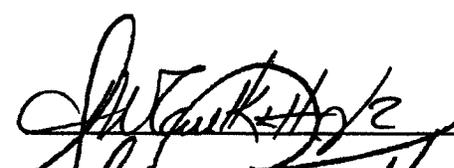
Balance Before Appropriation	\$	<u>134,000.00</u>
Balance After Appropriation	\$	<u>44,000.00</u>

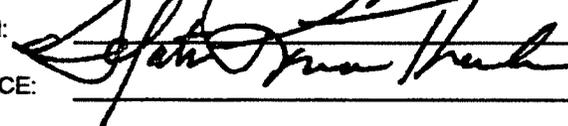
Account Receiving Appropriation: *Unifund Account #* 710004.10.996.49700.0000.00.000.00.040
Account Description CIP Waterways Solomon Jacobs Park-Trans. In - from EF

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



David E. Pierce
Director

Commonwealth of Massachusetts

Division of Marine Fisheries

1213 Purchase St. 3rd 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 3rd 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 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.

JOB _____

SHEET NO. _____ OF _____

CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE _____

Double outside Rim

2x12 outside
2x10 inside

2x12 inner
Changed from 2x10

2x12 Joist
16' OC from
Changed from 2x10

HD Corner
Hardware
Bolted

2x12 Rim

2x12 Joist

2x6 2'0" OC

2x12

2x12 Rim Removed
For Fastening Detail

Flange fastened
Through Flange
into 2x6

2x12

16
20

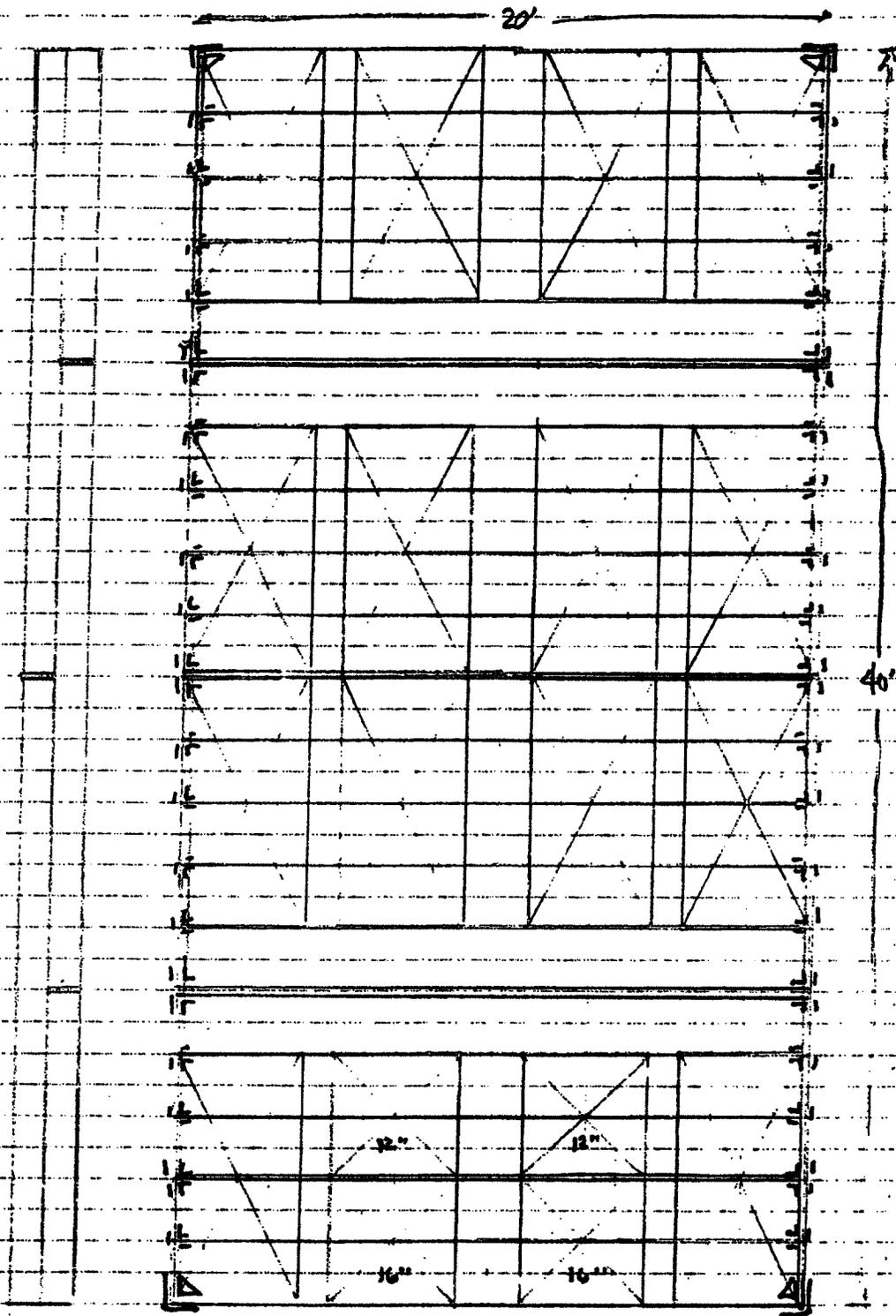
4- WD-E
 4- WD-IN
 44- WD-A
 76- WD-W

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

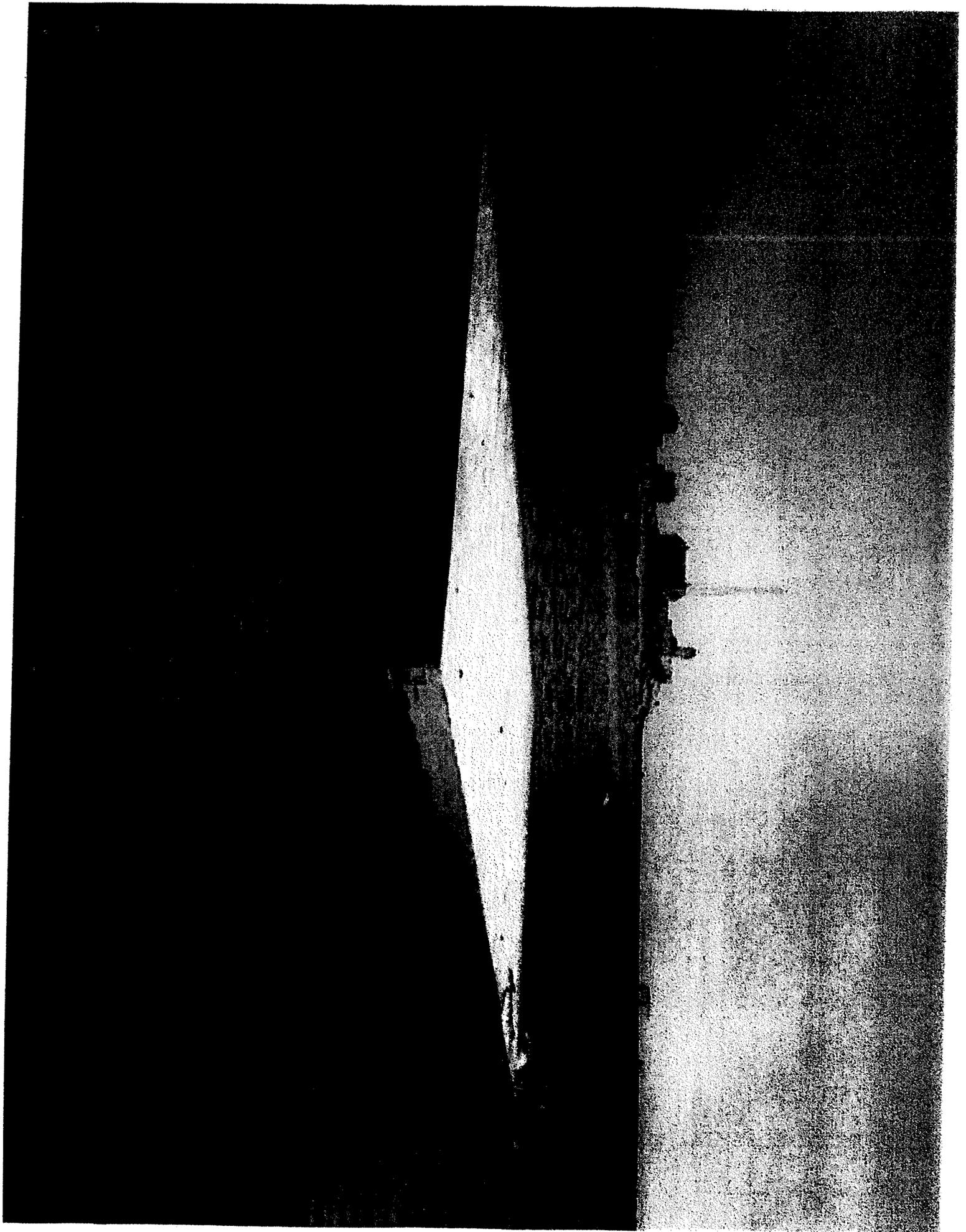
76- F-CB53
 124- F-CB54S
 168- F-LB4H
 1934- F-PLUS

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
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	153.11	153.11
F-101	1	139.15	139.15
F-102	14	119.37	1,671.18
F-103	76	5.24	398.24
F-104	124	0.55	68.20
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 under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: <u>City of Gloucester</u> (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: <u>Dept of Fish & Game, Div Marine Fisheries</u> MMARS Department Code: <u>FWE</u>	
Legal Address: (W-9, W-4,T&C): <u>19 Harbor Loop, Gloucester MA, 01930</u>		Business Mailing Address: <u>1213 Purchase St. New Bedford MA, 02740</u>	
Contract Manager: <u>Jim Caulket, Harbormaster</u>		Billing Address (if different): <u>SAME</u>	
E-Mail: <u>jcaulket@gloucester-ma.gov</u>		Contract Manager: <u>Ross K. Kessler</u>	
Phone: <u>978-282-3013</u>	Fax:	E-Mail: <u>ross.kessler@state.ma.us</u>	
Contractor Vendor Code: <u>CODE VC6000192096</u>		Phone: <u>508-990-2860</u>	Fax: <u>508-990-0449</u>
Vendor Code Address ID (e.g. "AD001"): <u>AD_001</u> (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): <u>GLOUCESTER03003328F16</u>	
RFR/Procurement or Other ID Number:			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ <u>15,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <u> </u> 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.) <u>DMF Small Grant Program providing funding for repair and replacement of a dock and pier project at Magnolia Pier.</u>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </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.			
CONTRACT END DATE: 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.			
CERTIFICATIONS: 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Mayor Sefatia Romeo Theken</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</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

Forms | Applications | EMD Resources | Approved Trainings | 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



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,

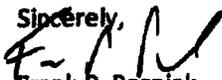
The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2016 State 911 Department Support and Incentive Grant** program.

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. 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. 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.	<u>\$61,795.00</u>

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 15th day of October, 20 15



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY
 (in blue ink)

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECC	
CATEGORY	AMOUNT
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**

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

*Total amount must exactly match amount requested on application page

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

*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.

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.

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

CONTRACTOR LEGAL NAME: City of Gloucester / (and alias) <u>Gloucester Police Dept.</u>		COMMONWEALTH DEPARTMENT NAME: State 911 Department	
Legal Address: (W-9, W-4, T&C) 9 Dale Ave Gloucester, MA 01930		MMARS Department Code: EPS	
Contract Manager: Chief Leonard Campanella		Business Mailing Address: 1380 Bay Street, Building C, Taunton, MA 02780	
E-Mail: <u>lcampanella@gloucester-ma.gov</u>		Billing Address (if different):	
Phone: 978-381-8775	Fax: 978-282-3026	Contract Manager: Cindy Reynolds	
Contractor Vendor Code: <u>VC6000192096</u>		E-Mail: 911DeptGrants@state.ma.us	
Vendor Code Address ID (e.g. "AD001"): <u>AD001</u> (Note: The Address ID Must be set up for EFT payments.)		Phone: 508-821-7299 Fax: 508-826-2585	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		MMARS Doc ID(s): CT SUPG	
<input checked="" type="checkbox"/> NEW CONTRACT <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"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (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)	
RF/Procurement or Other ID Number: 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*

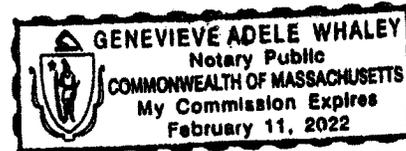
Signature as it will appear on contract or other document (Complete only in presence of notary):

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.



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:

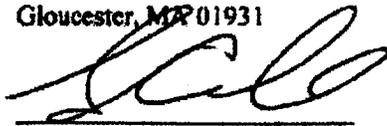
Effective date: December 1, 2015

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

Gloucester Police Department

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

Inside Account Manager

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

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

SHI VENDOR CODE VC60000262232

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



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

Granting Authority: State _____ Federal Other _____

Name of Grant: _____ Emergency Management Performance Grant __FFY 2015 - EMPG_____

Department Applying for Grant: _____ Fire Department for Civil Defense _____

Agency-Federal or State application is requested from: _____ MEMA _____

Object of the Application: _____ Emergency Operations Center improvement

Any match requirements: _____ yes , 100% in kind, utilizing the Assistance Emergency Management Directors contract amount

Mayor's approval to proceed: _____

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 Clerks Certification of Vote to City Auditor: _____

Certification

Date

City Auditor:

Assignment of account title and value of Grant: _____

Title

Amount

Auditor's distribution to managing department: _____

Department

Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditors Office



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

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

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

Note: All documents must be complete signed copies.

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

Application Template

Using this Template, provide a response to each section (as applicable) in the appropriate spaces below.

1. Entity submitting this NOFO

Community/Tribe: Gloucester, MA
Point of Contact Name: Tom Aiello
Address: Gloucester Office of Emergency Management
c/o Gloucester Fire Department, 8 School Street,
Gloucester, MA 01930

Office Telephone: 978-281-9760
Email Address: taiello@gloucester-ma.gov

NOTE: The person identified above will receive all contract-related documents and be the "Contract Manager".

Two (or more) communities may use their funds jointly on a project. Only one application is required from the entity that will contract for and oversee funding for the project. The value of all entities awards may be combined.

Fiscal Point of Contact (if different than above)

Name: John P. Dunn, City Treasurer
Telephone: (978) 281-9707
Email: jdunn@gloucester-ma.gov

NOTE: The Fiscal POC (if listed) will be cc'd on all contract-related documents. Involvement of your fiscal office is highly encouraged.

2. Project Period

For planning purposes only, you may use an anticipated contract start date of 1/4/16.

All Projects must be completed by 9/30/16.

3. **Project Summary**

Using the format below, provide a clear and comprehensive summary (**1 page maximum**) that includes response to the items (a-e) below. All costs must be allowable under the FFY 2015 EMPG program. All costs must be consistent and supportive of FEMA's National Preparedness Goal and the State Homeland Security Strategy¹.

- a) the proposed project;
- b) why this is needed and how this need was identified;
- c) identify one (or more) of the National Preparedness Goal Mission Areas² that this proposal supports. The five Mission Areas are: Prevention; Protection; Mitigation; Response; and Recovery;
- d) expected outcomes; and
- e) how outcomes may be measured.

For Equipment, please state whether the item will be **fixed or portable**. If fixed, please identify where the item is to be installed. Items that need installation may require completion of an EHP Screening Memo (see page 14 of this document for more information).

For proposed renewal of current contracted **services** (i.e. reverse-911 type service), please provide **renewal date and/or current contract end date within your project summary**.

A sub-recipient's contract period (start date to end date) may not necessarily align with a sub-recipient's intended service period. In MEMA grant applications, we provide an anticipated contract start date and an identified contract end date.

The anticipated start date is provided for planning purposes; the actual start date may be after this date. The identified contract end date would not change. **Sub-recipients should review the anticipated contract start date and identified contract end date when developing their application so they understand how their MEMA contract period of performance aligns with their vendor service dates.**

MEMA can only reimburse for service costs incurred during the sub-recipient's contract period.

¹ The Massachusetts SHSS may be found on the EOPSS website here: <http://www.mass.gov/eopss/home-sec-emerg-resp/shss/>

² More information on the National Preparedness Goal Mission Areas may be found on FEMA's website here: <https://www.fema.gov/mission-areas>

PROJECT SUMMARY (1 page maximum):

The Gloucester Emergency Operations Center and primary emergency shelter location has been relocated to a middle school building. All previously acquired electronics, equipment and shelter supplies have been relocated to this site. In conjunction with our enhanced Planning efforts for people with access and functional needs, and after consulting with the Red Cross, we intend to use a portion of the EMPG grant to add needed shelter equipment to better serve this population. All equipment will be portable. We anticipate that all shelter operations will be run through the Red Cross with our CERT and MRC teams as our shelter operations and staff personnel.

It is also our proposal to hire a contractor to assist in providing administrative level ICS training for the area's newly elected and appointed officials. We feel that this training will support the FEMA Whole Community doctrine and assist in a better understanding of the purpose and mission of the Emergency Management/Planning process.

It is our intentions to have two of our Emergency Planning Team members attend the 2016 Annual Hurricane Conference in Orlando , Florida. Gloucester is a coastal community and is vulnerable to severe storms, both Hurricanes and Blizzards. It is our intention to have our team members attend this conference and return with information that will assist us with future emergency planning efforts.

These Shelter operations and supplies, and training projects will further the Goals/Objectives of the DHS/FEMA National Preparedness System and the National Preparedness Goal by protecting our residents, visitors, and property against threats and hazards in a manner that allows our way of life to thrive by responding quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident. We will validate our preparedness with an Joint CERT/MRC shelter activation drill, and engage our community and business leaders with education through the proposed training opportunity.

Our expected outcomes are a fully functional Emergency Operations shelter operation. Outcome will be measured when we are first called upon to open the shelter in the new location. We also expect that our Hurricane and severe winter storm planning will be enhanced with the information gathered at the hurricane conference. From our administrative level ICS training effort, we anticipate that we will establish a greater understanding and higher level of support from our community leaders with respect to emergency management and planning.

4. **Funding Amount**

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

Amount of Community/Tribe FFY 2015 EMPG funding: \$ 6460.00

5. **Match**

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

a) match amount: match amount must equal grant-funded amount: \$ 6460.00

b) type of match: Cash or Soft: soft

c) specific match source: sub-recipient match may **not** be met using federal funds

d) match availability: statement that this match is available during the project period: This match is available during Project Period

e) documentation: brief description of how the match will be tracked and documented by the sub-recipient:

The match for this grant is the city funded, budgeted line item of \$22,880 for the contracted assistant to the Emergency Management Director. This is tracked and monitored by the Auditing department.

- f) if salary is to be used as a cash match, the sub-recipient would need to provide the following:
- i. confirmation that federal funds are not used towards this salary (but if so what percentage);
 - ii. whether the entire salary amount would be used as a match or a percentage;
 - iii. whether the salary is used as a match for any other grant program.

This is a contracted position that is totally funded through city funds. It is not used as a match for any other grant programs.

Please review MEMA's Match Policy when developing this section.

6. Interoperable Communications Investment Proposal (ICIP)

If your Project has an interoperable communications component, please complete the following table on pgs 9-11.

If your Project does NOT have an interoperable communications component, please proceed to section 7, page 12.

ICIP Overview

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

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

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

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

Interoperable Communications Investment Proposal

Please complete all sections except for the shaded areas.

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

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

Communications Interoperability Problem Description-

Background Information / Detailed Investment Description-

Expected Outcomes-

Describe the communications interoperability gaps that will be addressed

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

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

7. Budget Detail

The Budget(s) **must** align with your Project Summary and equal your proposed funding amount. **All costs must be identified below.** Insert additional rows if needed.

For equipment, list the EMPG Authorized Equipment List (AEL) Reference number. The Authorized Equipment List may be found on-line here: <https://www.fema.gov/media-library/assets/documents/101566>

Applicants may include up to, but no more than, five (5) % of their request for 'Management and Administration' (M&A) costs. **M&A activities are those defined as directly relating to the management and administration of EMPG funds, such as financial management and monitoring.** Applicants are reminded to be mindful of supplanting and/or dual compensation as these are not permitted.

7A Program Budget for 1/4/16-6/30/16

Complete this budget table to identify costs from 1/4/16-6/30/16.

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
Training	March 2016 hurricane conference: attendance and travel for 2	21GN-00-Trng	2	\$1706.00	\$3412.00
Equipment EOC	Equipment for shelter operations co/located with EOC	21 GN-00-OCEQ	(see attached breakdown)	\$2245.07	\$2245.07
Equipment EOC	Shipping-est	21 GN-00-SHIP		\$300	\$300
Training	EOC/ICS Training for newly elected officials	21GN-00-Trng		\$502.93	\$502.93
				\$	\$
GRAND TOTAL					\$6,460.00

7B FFY2013 Program Budget 7/1/16-9/30/16

Complete this budget table to identify costs from 7/1/16-9/30/16.

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

				\$	\$
				\$	\$
				GRAND TOTAL	\$

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

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

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

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

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

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

7A Program Budget for 1/4/16-6/30/16

Complete this budget table to identify costs from 1/4/16-6/30/16.

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
Training	March 2016 hurricane conference: attendance and travel for 2	21GN-00-Trng	2	\$1706.00	\$3412.00
Equipment EOC	Equipment for shelter operations co/located with EOC	21 GN-00-OCEQ	(see attached breakdown)	\$2245.07	\$2245.07
Equipment EOC	Shipping-est	21 GN-00-SHIP		\$300	\$300
Training	EOC/ICS Training for newly elected officials	21GN-00-Trng		\$502.93	\$502.93
				\$	\$
GRAND TOTAL					\$6,460.00

XFINITY Connect

carol.mcmahon@comcast.net
+ Font Size -

FW: 2015 EMPG; Gloucester

From : Thomas Aiello <TAiello@gloucester-ma.gov>

Thu, Dec 03, 2015 03:56 PM

Subject : FW: 2015 EMPG; Gloucester 1 attachment**To :** Carol McMahon <carol.mcmahon@comcast.net>

Received today

-----Original Message-----

From: Timperi, Jeff (CDA) [mailto:Jeff.Timperi@MassMail.State.MA.US]
Sent: Thursday, December 03, 2015 9:20 AM
To: Thomas Aiello
Cc: Main, Mikael (CDA); Gifford, Lorri (CDA)
Subject: 2015 EMPG; Gloucester

Your FFY 2015 EMPG contract has been finalized and a copy has been attached to this email.

For your records, the Catalog of Federal Domestic Assistance (CFDA) number of the FFY 2015 EMPG is 97.042.

* The start date for program activities (including purchasing) is 12/2/15. NO GOODS/SERVICES MAY BE PROCURED BEFORE THIS DATE.

* The end date of your contract is 6/30/16; NO GOODS OR SERVICES MAY BE PROCURED AFTER THIS DATE. ALL GOODS AND SERVICES PROCURED MUST BE RECEIVED OR COMPLETED BY THIS DATE.

MEMA's Grant Policies Memo, listing the various grant policies and forms, may be found on our website here:
<http://www.mass.gov/eopss/agencies/mema/empg-and-ccp-and-hmep-grants.html>

Please take some time to review these policies.

This is a reimbursement-based grant program and your reimbursement request - along with your match and close-out information - must be submitted to Lorri Gifford (address below) no later than 7/30/16.

Please contact me or Lorri Gifford with any questions you may have regarding this contract.

Jeff Timperi
Manager, Project Management Office
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702
Tel 508.820.2019
jeff.timperi@state.ma.us

-----Original Message-----

From: E-Scan (EPS) [mailto:escan@massmail.state.ma.us]
Sent: Thursday, December 03, 2015 8:51 AM
To: Timperi, Jeff (CDA)
Subject: Message from "CDA-CPS-MIT"

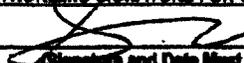
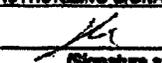
This E-mail was sent from "CDA-CPS-MIT" (Aficio MP 5002).

Scan Date: 12.03.2015 08:50:58 (-0500)
Queries to: escan@massmail.state.ma.us

Public Records Law

Please be aware that all communications pertaining to City of Gloucester Massachusetts matters, including e-mail sent or received, are a public record subject to disclosure under the Massachusetts Public Records Law. If requested, e-mail may be disclosed to another party unless exempt from disclosure. E-mails are retained by the City of Gloucester in compliance with Massachusetts Public Records Retention Schedule. All Electronic messages sent through the City of Gloucester system are archived in conformance with the Massachusetts and federal Public Records law.

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

CONTRACTOR LEGAL NAME: (and d/b/a): CITY OF GLOUCESTER		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency	
Legal Address: (W-9, W-4,T&C): 9 Dale Ave Ste 9		Business Mailing Address: 400 Worcester Rd Framingham MA 01782	
Contract Manager: TOM AIELLO		Billing Address (if different):	
E-Mail: TARELLO@GLOUCESTER-MA.GOV		Contract Manager: Jeff Timperi	
Phone:	Fax:	E-Mail: jeff.timperi@state.ma.us	
Contractor Vendor Code: VC000182086		Phone: 508.820.2019	Fax:
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s): FY16EMPG150000GLOUC	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 2015 EMPG	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: Enter Amendment Amount: \$ AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$5,460.00			
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); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The community intends to procure allowable equipment and conduct training. Funding for this contact is provided via the FFY 2015 EMPG; the CFDA # is 97.042.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of 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 a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 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 <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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X:  Date: 11/5/15		X:  Date: 12-2-15	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: Stefania Romeo Theken		Print Name: David Mahr	
Print Title: MA40R		Print Title: Chief Administrative Officer	



THE GLOUCESTER PUBLIC SCHOOLS
OFFICE OF BUDGET & FINANCE

2 BLACKBURN ROAD
GLOUCESTER, MASSACHUSETTS 01930

TEL: 978-281-9812

FAX: 978-281-9899

WWW.GLOUCESTERSCHOOLS.COM

December 8, 2015

Hon. Mayor Romeo Theken and Gloucester City Council
9 Dale Avenue
Gloucester, MA 01930

RE: Request for Special Budgetary Transfer

Honorable Mayor Romeo Theken and City Council,

I am requesting permission for a Special Budgetary Transfer in the amount of \$55,000 from the Gloucester Public Schools to the Gloucester Police Department. This amount is for the School Resource Officer at Gloucester High School.

I have attached the Special Request Form as well as the School Committee Meeting Minutes of November 18, 2015 authorizing the transfer.

Please refer this request to the City Council subcommittee for Budget and Finance.

Respectfully,

Tom Lafleur, CPA
Director of Finance and Operations

**City of Gloucester
Special Budgetary Transfer Request
Fiscal Year 2016**

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

TRANSFER # 2016-SBT- 4 Auditor's Use Only

DÉPARTMENT REQUESTING TRANSFER: Gloucester Public Schools

DATE: 10/21/15 BALANCE IN ACCOUNT: \$55,000.00

(FROM) PERSONAL SERVICES ACCOUNT # 101000.29.371.51101.2210.00.171.00.051
Unifund Account #

(FROM) ORDINARY EXPENSE ACCOUNT # Salary - Principal/Assistant Principal
Unifund Account #
Account Description

DETAILED EXPLANATION OF SURPLUS: Payment to Gloucester Police Dept For GHS School Resource Officer for FY 16

(TO) PERSONAL SERVICES ACCOUNT # 101000.10.211.51100.0000.00.000.00.051
Unifund Account #

(TO) ORDINARY EXPENSE ACCOUNT # Police-Uniform, Sal/Wage-Perm Pos
Unifund Account #
Account Description

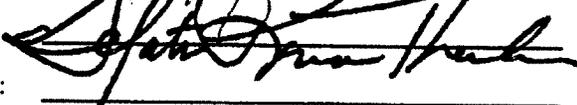
DETAILED ANALYSIS OF NEED(S): To fund GHS School Resource Officer for FY 16

TOTAL TRANSFER AMOUNT: \$55,000.00

FROM ACCOUNT: _____
TO ACCOUNT: _____

APPROVALS:

DEPT. HEAD:  DATE: 10/23/15

ADMINISTRATION:  DATE: 12/10/15

BUDGET & FINANCE: _____ DATE: _____

CITY COUNCIL: _____ DATE: _____

THE GLOUCESTER PUBLIC SCHOOLS
Our mission is for all students to be successful, engaged, lifelong learners.

School Committee Meeting Minutes

Wednesday, November 18, 2015
Gloucester High School Library
5:00 p.m.

Members Present

Jonathan Pope, Chairman
Melissa Teixeira, Vice Chairperson
Kathy Clancy, Secretary
Tony Gross
Michelle Sweet
Jack O'Maley
Mayor Sefatia Romeo Theken

Administration Present

Dr. Richard Safier, Superintendent
Dr. Arthur Unobskey, Asst. Superintendent

Also Present

Debra Lucey, O'Maley Principal
Ellen Sibley, Beeman Principal
Amy Pasquarello, East Gloucester Principal
Tammy Morgan, Plum Cove Principal
Matthew Fusco, Veterans Principal

Recorded by Cape Ann TV

- I. **CALL TO ORDER** – Chairman Pope called the meeting to order at 5:04 p.m. and stated the mission of the Gloucester Public Schools.
- II. **SALUTE TO THE FLAG**
- III. **ORAL COMMUNICATIONS** – None.
- IV. **COMMENTS FROM THE CHAIRPERSON** – None.
- V. **RECOGNITIONS** – Kathy Clancy recognized Representative Ann-Margaret Ferrante for providing the opportunity for our students and teachers to participate in the “Learn to Code” event in Boston yesterday. Dr. Safier discussed the “Farm to Table” tasting event hosted by Gloucester U tomorrow at 4:45 in the GHS library and the O'Maley open house at 7:00 p.m. tomorrow. Finally, Chairman Pope recognized JROTC cadet Katie Geraghty, who will receive the Legion of Valor Bronze Cross for Achievement tomorrow morning.
- VI. **GHS STUDENT ADVISORY COUNCIL** – None present.
- VII. **CONSENT AGENDA**
 - A. **Approval of Minutes**
 1. School Committee of November 4, 2015
 2. Building & Finance Subcommittee of November 12, 2015
 3. Special School Committee of October 29, 2015
 4. Personnel Subcommittee of October 29, 2015

- B. Approval of Warrants – Cover Sheets**
- C. Approval of Transfers – October 15, 2015 to November 6, 2015**
- D. Referrals**
- E. Acceptance of Gift – \$50.00 from Mark Silva to the GHS Athletic Association**

Chairman Pope removed Item A.2.

On a motion by Ms. Teixeira, seconded by Kathy Clancy, it was unanimously

VOTED: 7 in favor 0 opposed, to approve the Consent Agenda as noted above.

VIII. DELIBERATIONS ON EDUCATIONAL ISSUES/SUPERINTENDENT’S REPORT

- A. SailGHS –** Dr. Safier reported that the SailGHS program has been active since 2006, when the School Committee approved a Memorandum of Agreement (MOA). In light of some confusion about the relationship of the program to the high school, a new MOA was drafted by members of SailGHS, the mayor, Dr. Safier and Chairman Pope. Dr. Safier reviewed the terms of the MOA, and there was a discussion about the process of returning ownership to SailGHS of three C-420 sailboats received by the School Committee as a gift from Eastern Point Yacht Club. Approval of the MOA was tabled until this issue of ownership is resolved.
- B. PARCC 2015 Report –** Dr. Safier presented a video entitled “Parent Guide to the Score Report,” as well as a slide show regarding the PARCC Report, including achievement levels and scaled scores, comparisons of the district’s schools and state averages, CPI and student growth percentile, and scores and comparisons of high needs students. Dr. Unobskey discussed focus areas in ELA and math, with emphasis on O’Maley. The committee discussed the following matters:
 - The need for a new middle school math curriculum to align with Common Core
 - Keyboarding skills and the effect of same on O’Maley’s scores
 - Other factors that may have contributed to the scores at O’Maley
 - Answers to some of the test questions have not yet been provided by the state (so that teachers can modify their instruction if necessary).
 - Feedback from middle school teachers regarding the test
- C. Superintendent’s Report –** Dr. Safier updated the committee on the following matters:

1. Commissioner's Recommendation Regarding Standardized Testing
2. Foundation Budget Review Commission Recommendations on Health Insurance and Special Education
3. Low Income Education Access Project (LEAP) – DSAC Invitation
4. Center for District and School Accountability (CDSA) Update
5. National Assessment of Educational Progress
6. Calendar

On a motion by Ms. Teixeira, seconded by Ms. Sweet, it was unanimously

VOTED: 7 in favor 0 opposed, to accept the Superintendent's Report.

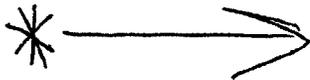
- D. **Superintendent's Evaluation Process Planning** – Dr. Safier stated that his documentation will be presented to the committee at the December 2nd meeting and that his end-of-cycle summative evaluation will take place on December 16th. He reminded the committee that he will be reporting out on the 19 indicators that were mutually agreed upon.

IX. SUBCOMMITTEE REPORTS

- A. **Building & Finance Subcommittee Meeting of November 12, 2015** – Chairperson Clancy reported that the subcommittee discussed the following matters at its meeting of November 12, 2015:

- District Expenditures
- Food Services – Student Meal Balances
- Special Budgetary Transfer Request
- Space Issues Due to Preschool Expansion
- Enrollment Report

After discussion, on a motion by Kathy Clancy, seconded by Ms. Sweet, it was unanimously



VOTED: 7 in favor 0 opposed, to transfer \$55,000 to the Gloucester Police Department for the GHS School Resource Officer for FY16.

After discussion, on a motion by Kathy Clancy, seconded by Ms. Sweet, it was unanimously

VOTED: 7 in favor 0 opposed, to authorize the CFO to transfer an amount not to exceed \$10,000 from the Main Office contingency account to the appropriate account for the purpose of procuring an enrollment study.

X. ACTION

- A. Acceptance of Grant** – After discussion, on a motion by Kathy Clancy, seconded by Ms. Teixeira, it was unanimously

VOTED: 7 in favor 0 opposed, to accept a grant from the Gloucester Education Foundation in the amount of \$4,000.00 to purchase ten iPads and cases for the JamHub program at the Beeman Memorial Elementary School.

On a motion by Kathy Clancy, seconded by Ms. Sweet, it was unanimously

VOTED: 0 in favor 7 opposed, to reconsider the Committee's vote to accept the above-referenced grant. The motion failed.

- B. Approval of Memorandum of Agreement** – See Item VIII.A.

- C. Approval of Transfers**



1. To approve the transfer of \$55,000 to the Gloucester Police Department for the GHS School Resource Officer for FY16 – See Item IX.A.
2. To approve the transfer of an amount not to exceed \$10,000 from the Main Office contingency account to the appropriate account for the purpose of procuring an enrollment study – See IX.A.

(At this time, the agenda was taken out of order.)

XI. DISCUSSION/OTHER COMMUNICATION/OLD AND NEW BUSINESS

- A. MSBA Project Update** – Chairman Pope stated that the building committee discussed the Concord Street sidewalk at its last meeting. Dr. Safier reported that the total percentage of the project to be reimbursed is now 59.73% or \$14.6 million, whichever is less. In addition, there are expenditures that could be taken from the owner's contingency or the construction contingency line items which are potentially reimbursable as well, which could bring the maximum total grant up to \$15.1 million.

- XII. EXECUTIVE SESSION** – On a motion by Mayor Theken, seconded by Ms. Sweet, it was unanimously

VOTED: By Roll Call Vote

Ms. Sweet – yes
Ms. Teixeira – yes
Mayor Theken – yes
Kathy Clancy – yes
Mr. Gross – yes
Mr. O'Maley – yes
Chairman Pope – yes

To enter into Executive Session at 6:37 p.m. for the purpose of discussing collective bargaining with GAEP and to enter back into regular session to take a vote.

(The meeting reconvened at 6:43 p.m.)

X. ACTION

D. Approval of Memorandum of Agreement between the Gloucester School Committee and the Gloucester Association of Educational Paraprofessionals

On a motion by Ms. Teixeira, seconded by Kathy Clancy, it was unanimously

VOTED: 7 in favor 0 opposed, to approve the Memorandum of Agreement between the Gloucester School Committee and the Gloucester Association of Educational Paraprofessionals as presented. (See attached.)

XIII. ADJOURNMENT – On a motion by Mr. O’Maley, seconded by Ms. Sweet, it was unanimously

VOTED: 7 in favor 0 opposed, to adjourn the School Committee Meeting of November 18, 2015 at 6:44 p.m.

All reference documents and reports are filed in the Superintendent's office.

*Maria Puglisi
Recording Secretary*

PERAC

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

PHILIP Y. BROWN, ESQ., *Chairman*

JOSEPH E. CONNARTON, *Executive Director*

Auditor SUZANNE M. BUMP | KATE FITZPATRICK | ELIZABETH FONTAINE | JOHN B. LANGAN | JAMES M. MACHADO | ROBERT B. McCARTHY

MEMORANDUM

TO: Gloucester Retirement Board
FROM: *Joseph E. Connarton*
Joseph E. Connarton, Executive Director
RE: Appropriation for Fiscal Year 2017
DATE: November 12, 2015

15 NOV 16 AM 10:20
CITY CLERK
GLOUCESTER, MA

Required Fiscal Year 2017 Appropriation: **\$8,358,411**

This Commission is hereby furnishing you with the amount to be appropriated for your retirement system for Fiscal Year 2017 which commences July 1, 2016.

Attached please find summary information based on the present funding schedule for your system and the portion of the Fiscal Year 2017 appropriation to be paid by each of the governmental units within your system.

If your System has a valuation currently in progress, you may submit a revised funding schedule to PERAC upon its completion. The current schedule is/was due to be updated by Fiscal Year 2017.

If you have any questions, please contact PERAC's Actuary, Jim Lamenzo, at (617) 666-4446 Extension 921.

JEC/jrl
Attachments

cc: Office of the Mayor
City Council
c/o City Clerk

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Gloucester Retirement Board

Projected Appropriations

Fiscal Year 2017 - July 1, 2016 to June 30, 2017

Aggregate amount of appropriation: **\$8,358,411**

Fiscal Year	Estimated Cost of Benefits	Funding Schedule (Excluding ERI)	ERI	Total Appropriation	Pension Fund Allocation	Pension Reserve Fund Allocation	Transfer From PRF to PF
FY 2017	\$9,450,028	\$8,299,624	\$58,787	\$8,358,411	\$8,358,411	\$0	\$1,091,617
FY 2018	\$9,760,642	\$8,813,464	\$58,787	\$8,872,251	\$8,872,251	\$0	\$888,391
FY 2019	\$10,081,325	\$9,417,679	\$0	\$9,417,679	\$9,417,679	\$0	\$663,646
FY 2020	\$10,412,404	\$9,996,638	\$0	\$9,996,638	\$9,996,638	\$0	\$415,766
FY 2021	\$10,754,217	\$10,611,189	\$0	\$10,611,189	\$10,611,189	\$0	\$143,028

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.

For illustration, we have shown the amount to be transferred from the Pension Reserve Fund to the Pension Fund to meet the estimated Cost of Benefits for each year. If there are sufficient assets in the Pension Fund to meet the Cost of Benefits, this transfer is optional.

Gloucester Retirement Board
Appropriation by Governmental Unit

Fiscal Year 2017 - July 1, 2016 to June 30, 2017

Aggregate amount of appropriation: **\$8,358,411**

UNIT	Percent of Aggregate Amount	Funding Schedule (excluding ERI)	ERI	Total Appropriation
City of Gloucester	95.14%	\$7,896,262	\$48,454	\$7,944,716
Gloucester Housing Authority	4.86%	\$403,362	\$10,333	\$413,695
UNIT TOTAL	100%	\$8,299,624	\$58,787	\$8,358,411

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.