

CITY CLERK
GLOUCESTER, MA

2016 JUL 14 PM 2: 39

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GLOUCESTER CITY COUNCIL
Budget & Finance Committee
Thursday, July 21, 2016 – 5:30 p.m.
1st Fl. Council Committee Room – City Hall

AGENDA

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

1. *Review of Police Department Action Plan re: Invoice Status Report on Police Details (cont'd from 03/17/16)*
2. *Memo from CFO re: request for loan order in the amount of \$80,000 for a road betterment project on Starknaught Road*
3. *Memo, Grant Application & Checklist from Harbormaster re: Clean Vessel Act Grant*
4. *Memo, Grant Application & Checklist from Interim Health Director re: 2-year extension of a MA Opiate Abuse Prevention Grant*
5. *Addendum to Mayor's Report: MSBA voted to invite city into Accelerated Repair Program (Program) to determine eligibility for MSBA funding of repairs to the Gloucester High School roof. The Program requires the city to take certain actions within specified time frames, thus the city must showcase a certified Council vote of an initial appropriation of \$115,000 via the Capital Project Stabilization Fund (#7600) which has a current balance of \$867,619 as seen attached in the Council Order form to gain proper approval to appropriate the required funds.*
6. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

COMMITTEE

Chair, Councilor Scott Memhard
Vice Chair, Councilor Joseph Orlando, Jr.
Councilor Joseph Ciolino

CC: Mayor Theken
Dan Smith
Kenny Costa
John Dunn
Police Chief Leonard Campanello
Harbormaster T.J. Ciamartaro
Max Schenk
Dr. Richard Safier/Jonathan Pope/Tony Gross

huge benefit as part of the team. He said Mr. Costa and his department work cooperatively with all city departments and that Mr. Costa delivers what he asks for. The city is lucky to have him, he said.

Councilor Ciolino recounted some of the history of the Auditing Department for the Committee. He said Mr. Costa has brought the Auditor's Department to a new level of professionalism. He added that his staff members are a cohesive team that works very well together.

Councilor O'Hara offered that his experience with Mr. Costa has been very positive.

MOTION: On a motion by Councilor Orlando, seconded by Councilor Ciolino, the Budget & Finance Committee voted in 3 favor, 0 opposed, to recommend that the City Council, pursuant to the City of Gloucester City Charter Sec. 2-7(a) concerning the election of the City Auditor, elect Kenny Costa as the City Auditor for a term of April 2016 to April 2018.

5. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization & Auditor's Report*

Mr. Costa reviewed with the Committee a report entitled, "Invoice Status Report From 07/01/2015 Thru 02/18/2016" for outstanding city receivables for Gloucester Police Details (on file) along with **Police Chief Leonard Campanello**. **Mr. Costa** noted that the last page shows the Gloucester Police Department's A/R Aging QuickBooks Summary as of February 18, 2016 from FY14 and is why all entries are greater than 90 days which totals \$36,854.85. He advised that most of that total is bad debt as it is older than two years old. This was noted to be from the old Police financial tracking system. He then briefly reviewed the first six pages which are gleaned from the Police Department's new records management system. He pointed out that from this report he found that debt over 45 days totals \$26,742 which he said it isn't that bad, but by the end of the fiscal year the bad debt should be retired.

Chief Campanello asked that the Committee give him until the end of this fiscal year to make a dent in money owed from the Aging Summary. He pointed out that many of the business entities listed as owning funds on the Aging Summary are out of business. He said he wouldn't advise carrying this debt past the end of the current fiscal year. He said the rest of the debt is relatively current, since moving to the new system. Of the \$95,000 in the current report showed as being owed to the Police Department for details, only \$17,800 of that is more than 60 days overdue. He said that his department needs to be more aggressive enforcing the payments. He said they should start enforcing a penalty of 14 percent after 60 days or more, and suggested that court proceedings for some of the older outstanding debt may be appropriate. He cautioned that there is a statute of limitations on some of these older debts. He said he and Mr. Costa talked about some other avenues of debt collection in terms of permitting. He explained that when companies want to pull a permit with the city, it should behoove the department they are applying to check an Aging A/R Report and see if Police details or any other outstanding debt to the city. **Mr. Costa** said what the Chief was referring to was for an entity wanting to pull a permit they would receive what is called a, "Certificate in Good Standing." With that document in hand, then the business entity can have a permit issued and hire the necessary police detail. If a business or contractor is not in good standing with the city, it comes to light and gives that entity an opportunity to erase their city debt so they can be issued a permit, he explained. It's called a certificate of good standing that is issued in order to pull a permit, **Mr. Costa** said.

Councilor Ciolino said that this always seem to be an issue. He recounted there was a system in place where the DPW would not give a permit to open up the street unless contractors were current with the city. He highlighted several business entities on the Invoice Status Report who are currently at work in the city who have unpaid road details going back two years. The system they put in place years ago was that of checks and balances, he said. He pointed out that utility companies always have running balances with the city, but they do pay and that they are essential for must making emergency repairs in the city and is an exception. He said there was a time that these people who owed the city were taken to small claims court. He suggested that city departments once again stop issuing permits for those companies that don't keep current with what they owe the city.

Chief Campanello said it is all about communicating this information to the other departments. **Councilor Orlando** suggested the IT Director, James Pope, could be of assistance in that area as this is something that Mr. Pope is trying to do -- to build an interdepartmental information infrastructure.

Councilor Ciolino asked that the Chief come back to the Committee with an action plan. **Chief Campanello** said the Police Department has to set a good example to the entire city, and they've gotten better at it. The way to stop it is by what he said Councilor Ciolino described. He said that effective as of now his department will make a last push for old debt and put a strongly worded letter out that it is either the entity become current or they will be

faced with small claims court. He said he would contact the DPW Director and other appropriate city departments as well as working with City Hall for better communication.

Councilor Memhard said that it should be a statement that the city's policy is that if there are outstanding obligations for past police details that the particular contractor will be denied any future police details and/or permits until that debt is cleared with the city. **Chief Campanello** advised they have to do this with prudence with an eye to seeing that the city remains a business-friendly environment. It was reiterated by the Chief and the Committee that utilities provide a public service and are an exception as they provide critical repairs to the city's electrical, gas and telecommunications infrastructure.

There was a discussion by the Committee with **Chief Campanello** and **Mr. Costa** on the particulars of the action plan and some thoughts on how to accomplish their goals of getting police detail debts brought current. **Councilor O'Hara** briefly explained the system that Salem employs for police detail payments. **Chief Campanello** said there is a climate of business to be fostered and asked that the Committee give them time to resolve some of this issue and come back with an action plan. **Mr. Costa** said it is communication between departments that will play a key role. **Councilor Memhard** cautioned that they don't want to spend more money than it's worth to collect the outstanding funds.

This matter is continued to July 21, 2016.

Amend Previously Voted Item, Certificate Number 2016-009 on January 12, 2016:

Mr. Costa explained that the item, "Grant Application & Checklist from the Fire Department re: Application for FY15 EMPG Emergency Management Performance grant for \$6,460 (100 percent match required) Council vote had a dollar transcription error contained in it which shows \$6,450. He asked that the Committee vote to correct it, so that it can be remedied with a Council vote on March 22.

MOTION: On a motion by Councilor Orlando, seconded by Councilor Ciolino, the Budget & Finance Committee voted 3 in favor, 0 opposed, to recommend that the City Council accept an amendment to the original grant acceptance approved by the City Council on January 12, 2016 (Certificate Number 2016-009) under MGL c. 44, §53A a U.S. Department of Homeland Security/Federal Emergency Management Agency passed through the Massachusetts Emergency Management Agency (MEMA) Emergency Management Performance Grant (EMPG) in the amount of \$4,640.00. Funds are to be used for the purpose of supporting the City of Gloucester's Emergency Operations Center housed at the O'Maley Innovation Middle School and for Civil Defense training. The grant period for the FFY2015 grant portion is from December 2, 2015 through June 30, 2016.

Note: This matter will come forward to the Council out of the B&F Committee Report on March 22. At that time the Council will suspend its Rules of Procedure in order to take this matter up.

Mr. Costa also briefly discussed his reports on accounts having expenditures which exceed their authorization and the Auditor's Report with the Committee (on file).

A motion was made, seconded and voted unanimously to adjourn the meeting at 6:25 p.m.

Respectfully submitted,

Dana C. Jorgensson
Clerk of Committees

DOCUMENTS/ITEMS SUBMITTED AT MEETING: None.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



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

CITY OF GLOUCESTER
OFFICE OF THE TREASURER/COLLECTOR

To: Mayor Sefatia Romeo Theken
From: John P. Dunn, CFO 
Date: July 7, 2016
Re: Loan Order for Road Betterment Project

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

Starknaught Road

If you will recall, last November the City Council approved a \$275,000 loan order for road betterments on three other streets in the same area. Starknaught Road however was not included in that loan order.

While the initial estimated cost of the betterment was \$71,000, I have rounded such amount up to \$80,000 for the purposes of this loan order to account for any contingencies that may arise. Please be advised that this loan order states that 100% of the amount needed to repay any borrowing related to the project will be raised through the assessment of betterments upon the abutters of each of the private ways.

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

City Hall
Nine Dale Avenue
Gloucester, MA 01930



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

CITY OF GLOUCESTER
OFFICE OF THE TREASURER/COLLECTOR

Ordered: That Eighty Thousand Dollars (\$80,000) is appropriated to pay costs of making temporary repairs, including paving, to the following private way:

Starknaught Road

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

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

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: Thomas Ciarametaro, Harbormaster *TPC*
To: Mayor Sefatia Romeo Theken
Date: June 30, 2016
Subject: Clean Vessel Act Grant

Mayor Theken,

In your next Mayor's Report to Council will you include the attached contract for the Clean Vessel Act Grant program.

This grant includes funds for the operation of the existing pumpout boat (\$8500.00) and funds the purchase of the shoreside pumpout system and float (\$67,500.00) at Solomon Jacobs Landing. Total of the grant is \$76,000.00.

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

Respectfully



City of Gloucester
Grant Application and Check List

Granting Authority: State _____ Federal Other _____

Name of Grant: CVA Clean Vessel Act

Department Applying for Grant: Waterways / Harbor master

Agency-Federal or State application is requested from: Federal Clean Vessel Act - DMF

Object of the application: Provide Pump Out Facilities To Ensure Clean Water In Cape Ann

Any match requirements: 25%

Mayor's approval to proceed: [Signature] 6/29/16
Signature Date

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

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

City Council's Approval or Rejection: _____
Vote Date

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

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

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

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

FORM: AUDIT GRANT CHECKLIST - V.1



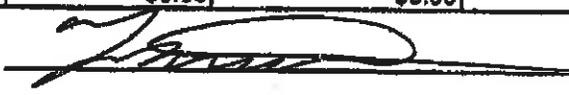
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CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Harbor master's Office
 ACCOUNT NAME: FY2017 Rempout Boat Grant
 FUND NUMBER AND NAME: (N/A FOR NEW FUND)
 CFDA # (Required for Federal Grants): 15.616
 DATE PREPARED: June 29, 2016

OBJECT	ORIGINAL BUDGET	APPROVED		REVISED BUDGET
		AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	
REVENUE (4_____)				
458000	76,600			\$0.00
				\$0.00
				\$0.00
Total:	76,000 5150	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
511000	7,500			\$0.00
524037	1,000			\$0.00
588008	67,500			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	76,000 5150	\$0.00	\$0.00	\$0.00

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Gloucester (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Dept of Fish & Game, Div Marine Fisheries	
Legal Address (W-9, W-4,T&C): 19 Harbor Loop, Gloucester, MA 01930		MMARS Department Code: FWE	
Contract Manager: James W. Caulkett Jr.		Business Mailing Address: 251 Causeway Street, Suite 400, Boston, MA 02114	
E-Mail: jcaulkett@gloucester-ma.gov		Billing Address (if different): 30 Emerson Ave, Gloucester MA 01930	
Phone: 978-282-3012		Contract Manager: Cecil French	
Fax: 978-281-4188		E-Mail: Cecil.French@state.ma.us	
Contractor Vendor Code: VC 6000 192098		Phone: 978 282 0308 ext 119	
Vendor Code Address ID (e.g. "AD001"): AD		Fax: 617 727 3337	
(Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CITYOFGLOUCESTER2017	
		RFR/Procurement or Other ID Number:	

<p align="center">X NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p align="center">CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____</p> <p>Enter Amendment Amount \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>
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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). \$76,000.00

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:
Provision of services pursuant to the Clean Vessel Act. "See Attached"

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, 2017, 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:  Date: 6/22/16
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: SEBASTIAN ROMEO THAYER
Print Title: MAYOR

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Kevin Creighton
Print Title: Chief Financial Officer



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under §15 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in §01 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 148, § 27C; G.L. c. 148, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

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

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

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

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

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, § 2; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 21A, s. 3B.

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623, the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 82A; G.L. c. 272, s. 88 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 88 and Section 98A, and G.L. c. 111, Section 198A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

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

ATTACHMENT A
Segment V-16-D-1
(FY17-22)
Scope of Services

Gloucester

In consideration of a Clean Vessel Act grant by the Commonwealth of Massachusetts Division of Marine Fisheries, hereinafter called the Division, in the amount of seventy-six thousand (\$76,000.00) dollars, the City of Gloucester, hereinafter called the City, shall service the resident and transient boaters of Gloucester and environs by providing a program to collect and legally dispose of sewage from vessel holding tanks and portable toilets. In order to provide said program the city shall acquire and/or operate and maintain the following equipment:

Section 1

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

Section 2

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

Section 3

The City agrees that the use of the equipment funded under this contract and the pumpout services provided by the employees funded under this contract shall be at no cost to the boater (i.e. no per-pumpout fee). Pumpout services shall be available to the boater during reasonable business hours in the boating season. The City further agrees that the equipment funded under this contract will remain in use and be dedicated to the purpose of providing pumpout service to the general boating public for the useful life of such equipment notwithstanding the expiration of this contract.

Section 4

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

Section 5

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

Section 6

The City agrees to erect a sign to be provided by the Division at each pumpout facility wherein funding is received under

ATTACHMENT B
Segment V-16-D-1
(FY17-22)
Budget

Gloucester

Section 1

Payments not to exceed seventy-five percent (75%) of the cost of items in Section 1 of Attachment A shall be made by the Commonwealth upon receipt of invoices, bills of lading or other such documentation from vendors doing business with the City. The City shall hold and safely preserve the original invoice or other documentation in the City and shall sign one copy of same and send it together with a narrative describing what is being purchased to the Division of Marine Fisheries, 251 Causeway Street, Suite 400, Boston, Massachusetts 02114. The Town understands and agrees that the grant amount of seventy-six thousand (\$76,000.00) dollars provided by this contract represents the Federal share of the total project cost and that the City shall be responsible for providing the non-Federal share of not less than 25% of the total project costs.

Section 2

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

Section 3

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

Section 4

Payments not to exceed seventy-five (75%) of the cost of personnel identified in Section 2 of Attachment A shall be made by the Commonwealth upon receipt of (1) a copy of a City payroll warrant, (2) a Daily Narrative Report provided by the Division of Marine Fisheries and signed by a supervisor having responsibility for such employees, and (3) an affidavit signed by the City's chief financial officer affirming that pumpout duties described on the time sheet were performed in accordance with this contract. The City shall be responsible for the payment of the remaining non-Federal twenty-five (25%) percent of the cost of the personnel identified in Section 2 of Attachment A. Payments to reimburse City employees for operating pumpout equipment cannot exceed \$12 per hour, regardless of the employee's actual salary, but can be less if the employee is paid less than \$16 per hour.

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

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

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

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

Section 5

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

- c) an assessment against the operator by the Department of Fish and Game for reimbursement of the federal contribution against the current market value of the vessel (e.g., a vessel with a current market value of \$20,000 would require the operator to reimburse the CVA Program the sum of \$15,000).
- 3) The Department of Fish and Game shall conduct an adjudicatory proceeding in accordance with the relevant provisions of G.L. c.30A and 801 CMR 1.01 prior to the assessment of any reimbursement of the federal contribution against the current market value of the vessel as provided for in paragraph 2.c. An independent marine surveyor shall be contracted by the Division to provide all necessary and appropriate valuations.

Section 11

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

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

- 1) The equipment may be transferred at no cost to another CVA subgrantee (e.g., marina, yacht club, or governmental agency) if such equipment will remain in use and be dedicated to the pumpout program. The conditions for such transfer shall be stipulated by the Division and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.
- 2) If the equipment cannot be transferred to another CVA subgrantee, it must be sold at the discretion of the Division, and the City shall pay the Division the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.
- 3) In compliance with the Executive Office of Environmental Affairs' "Clean Boat Engine" policy, all boat motors purchased with CVA funding must be "clean" (i.e., 4-stroke or DFI 2-stroke) motors.

ADDENDUM A

1. CVA-funded installation of a new shoreside pumpout station with float.
2. Pumpout boat previously purchased with CVA funds.



CITY OF GLOUCESTER

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



Public Health
Prevent. Promote. Protect.

Memorandum

To: Mayor Sefatia Romeo Theken
From: Max Schenk, Interim Director, Health Department
Date: June 30, 2016
Re: Contract Acceptance for 2-year extension of MA Opiate Abuse Prevention Grant

Dear Mayor Romeo Theken,

The Gloucester Health Department's Healthy Gloucester Collaborative seeks Mayoral and City Council approval to accept the 4th and 5th year of the Massachusetts Opiate Abuse Prevention Collaborative (MOAPC) Grant in the amount of \$100,000 per year for two years. The time period for expenditure of these no-match required funds would be July 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2018. Subject to the success of the first three years of the MOAPC Contract, the City of Gloucester was granted a 2-year extension by MA Department of Public Health, which is part of a contract renewal option through June 30, 2020 with a maximum obligation of \$700,000.

The MOAPC Grant allows the Healthy Gloucester Collaborative to work in conjunction with the City of Beverly and Town of Danvers to address the Opioid Crisis through a strategic regional approach which targets prevention and overdose training. If contract renewal is approved, the Regional Strategic Plan will continue to target the following intervening variables related to opioid consumption across the three communities: 1. Community norms favorable to drug use; 2. Ease of access; 3. Low perception of risk/harm; 4. Intergenerational use; and 5. Co-morbid mental health issues and substance abuse.

Thank you for your support and approval of this regional Opioid Abuse Prevention Collaborative for the 4th and 5th year of our award through MDPH.

Staff will be available to answer City Council questions

Respectfully,

Max Schenk
Interim Director
Gloucester Health Department

Cc: file



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

Granting Authority: State _____ Federal X Other _____

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

Department Applying for Grant: HEALTH DEPARTMENT

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

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

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

Mayor's approval to proceed: [Signature] 7/6/16
Signature Date

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

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

City Council's Approval or Rejection: _____
Vote Date

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

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

Grant Budget by line item account: _____

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

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



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

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

LAUREN A. SMITH, MD, MPH
INTERIM COMMISSIONER

May 1, 2013

Noreen Burke
City of Gloucester
3 Pond Road
Gloucester MA 01930

Dear Ms. Burke:

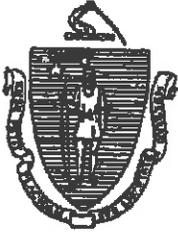
This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has awarded the City of Gloucester a new contract to provide Massachusetts Opioid Abuse Prevention Collaborative services. This contract, #INTF2354M04301822059 is in the amount of \$100,000.00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

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

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

A handwritten signature in black ink, appearing to read 'C. Whiteman'.

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



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

DEVAL L. PATRICK
GOVERNOR

TIMOTHY F. MURRAY
LIEUTENANT GOVERNOR

JOHN W. POLANOWICZ
SECRETARY

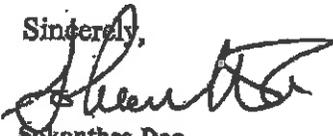
CHERYL BARTLETT
COMMISSIONER

July 16, 2014

TO: City Of Gloucester
RE: Contract# INTF2354M04301822059

Attached please find a copy of the fully executed Standard Contract Form between your Agency and the Department of Public Health.

If you have any questions, please contact me at 617-624-6190.

Sincerely,

Sukonthea Deo
POS Contract Manager

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

CONTRACTOR LEGAL NAME: City Of Gloucester (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH
Legal Address: (W-9, W-4, T&C): 9 Dale Ave Ste 9, Gloucester, MA 019303000	Business Mailing Address: 250 Washington Street, Boston, MA 02108
Contract Manager: Noreen Burke	Billing Address (if different):
E-Mail: nburke@gloucester-ma.gov	Contract Manager: Sokonthea Dao
Phone: 978-282-8016 Fax: 978-281-8729	E-Mail: sokonthea.dao@state.ma.us
Contractor Vendor Code: VC800192096	Phone: 617-624-8190 Fax: 617-624-6017
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): INTF2354M04301822098
<input 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 type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Responses or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification, scope and budget)	<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 20 20</u> . Enter Amendment Amount: \$ <u>No Change</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification and updated scope and budget)
The following 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): \$ <u>700,000.00</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
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.) line item amendment over 25%	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ___ 20___, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ___ 20___, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>08/30, 20 20</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Responses (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>6/2/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carolyn A. Kirk</u> Print Title: <u>Mayor</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>6/4/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: City of Gloucester, Health Dept.
 ACCOUNT NAME: Mass Opioid Abuse Prevention Collaborative (MOAPC)
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) 292104
 CFDA # (Required for Federal Grants): 93.959
 DATE PREPARED: 6/30/2016

OBJECT	ORIGINAL BUDGET	APPROVED AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
45800	\$100,000.00			\$100,000.00
				\$0.00
				\$0.00
Total:	\$100,000.00	\$0.00	\$0.00	\$100,000.00
EXPENSE (5_____)				
51100	\$44,550.02			\$44,550.02
51250	\$7,596.54			\$7,596.54
51720	\$680.45			\$680.45
51740	\$9.81			\$9.81
51750	\$6,252.96			\$6,252.96
51840	\$420.83			\$420.83
51880	\$2,612.03			\$2,612.03
52000	\$30,000.00			\$30,000.00
54000	\$701.47			\$701.47
57000	\$5,375.89			\$5,375.89
57100	\$1,800.00			\$1,800.00
57110	\$0.00			\$0.00
Total:	\$100,000.00	\$0.00	\$0.00	\$100,000.00

C. Mary Sabal

DEPARTMENT HEAD SIGNATURE _____

DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____



GLOUCESTER CITY COUNCIL CALENDAR OF BUSINESS
TUESDAY, July 12, 2016
7:00 P.M.
KYROUZ AUDITORIUM, CITY HALL
COUNCIL MEETING #2016-013

CITY CLERK
GLOUCESTER, MA

2016 JUL 11 PM 2:37

UNANIMOUS CONSENT CALENDAR

ACTION

1. **Addendum to the Mayor's Report:** The Massachusetts School Building Authority (MSBA) voted to invite the City into the Accelerated Repair Program to determine eligibility for MSBA funding of repairs to the Gloucester High School roof. The Program requires the City to take certain actions within specified time frames, thus the City must showcase a certified Council vote of an initial appropriation of \$115,000 via the Capital Project Stabilization fund (#7600) which has a current balance of \$867,619 as seen attached in the Council Order form to gain proper approval to appropriate the required funds.

(Refer B&F)

City Hall
Nine Dale Avenue
Gloucester, MA 01930

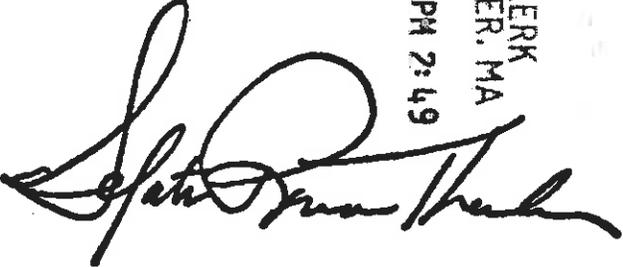


CITY OF GLOUCESTER
OFFICE OF THE MAYOR

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

CITY CLERK
GLOUCESTER, MA
2016 JUL 11 PM 2:49

TO: City Council
FROM: Sefatia Romeo Theken, Mayor
DATE: July 11, 2016
RE: Addendum #1 to the Mayor's Report for the July 12, 2016 City Council Meeting



Councilors:

The Massachusetts School Building Authority (MSBA) voted to invite the City into the Accelerated Repair Program to determine eligibility for MSBA funding of repairs to the Gloucester High School roof. The Program requires the City to take certain actions within specified time frames, thus the City must showcase a certified Council vote of an initial appropriation of \$115,000 via the Capital Project Stabilization fund (#7600) which has a current balance of \$867,619 as seen attached in the Council Order form to gain proper approval to appropriate the required funds.

The Accelerated Repair Program has a tight timeline for required actions and submission for this proposed appropriation order to the Council for initial action at the July 12, 2016 meeting, referring to B&F and lastly conducting the final vote at the Council's July 26, 2016 meeting.

Please refer this matter to the Budget and Finance subcommittee for review and recommendation. Appropriate City staff will be available to answer questions and provide further information as required.

City Hall
Nine Dale Avenue
Gloucester, MA 01930



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

CITY OF GLOUCESTER
OFFICE OF THE TREASURER/COLLECTOR

To: Sefatia Romeo Theken, Mayor
From: John P. Dunn, CFO 
Date: July 11, 2016
Re: Gloucester High School Roof Project

On May 25, 2016 the Massachusetts School Building Authority (MSBA) voted to invite the City into the Accelerated Repair Program to determine eligibility for MSBA funding of repairs to the Gloucester High School roof. The Program requires the City to take certain actions within specified time frames. Some of those actions are simple communications between the City and the MSBA and others require City Council vote.

The first action requiring Council vote is the appropriation of funding for the Feasibility Study/Schematic Design portion of the potential project. We expect this initial funding need will be 5.0% of the estimated \$2.3 million total cost of the project or \$115,000. I would recommend that we appropriate such amount from the Capital Project Stabilization fund (# 7600) which has a current balance of \$867,619 and I have attached a form of Council Order as approved by MSBA to appropriate the required funds.

The Accelerated Repair Program has a tight timeline for required actions and we must provide the MSBA with a certified Council vote of this initial appropriation by July 27, 2016. In order to do this we need to submit this proposed appropriation order to the Council for initial action at their July 12, 2016 meeting, referral to the Budget and Finance Committee and final vote at the Council's July 26, 2016 meeting.

Ordered: That the City of Gloucester (“City”) appropriates One Hundred Fifteen Thousand Dollars (\$115,000) from the Capital Project Stabilization Fund (Fund # 7600), representing 5.0% of the estimated \$2.3 million total project amount, for the purpose of paying costs of a Feasibility Study/Schematic Design for the Roof Replacement/Repair project at Gloucester High School located at 32 Leslie O. Johnson Road, Gloucester, MA, including the payment of all costs incidental or related thereto, and for which the City of Gloucester may be eligible for a grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended under the direction of the Gloucester High School Building Committee. The City acknowledges that the MSBA’S grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the City incurs in excess of any grant approved and received by the MSBA shall be the sole responsibility of the City.