

CITY CLERK
GLOUCESTER, MA
2019 JUL 25 AM 9:00



GLOUCESTER CITY COUNCIL
Budget & Finance Committee Meeting
Thursday, August 8, 2019– 5:30 p.m.
1st Fl. Council Committee Room – City Hall

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

1. *CC2019-027 (Cox): Request that the City of Gloucester accept Sec. 33 of Chapter 5 of the Acts of 2019 re: AirBnB Community Impact Fee (TO BE CONTINUED TO 08/22/19)*
2. *Memorandum, grant application & checklist from the Economic Development Director re: acceptance of Gloucester's Essex National Heritage Commission Grant-2019 Season for the Stage Fort Park Welcoming Center in the amount of \$2,500*
3. *Memorandum, grant application & checklist from Police Chief: request acceptance of a FY19 Organized Crime Drug Enforcement Task Force Grant from the Drug Enforcement Agency for FY19 overtime in the amount of \$18,042*
4. *Memorandum from Police Chief re: requesting permission to pay an FY19 Language Line Services, Inc. invoice with FY20 funds in the amount of \$90.89*
5. *Memorandum, grant application & checklist from Public Health Director re: request acceptance of a Health Summer Jobs Youth Grant in the amount of \$2,217.60*
6. *Memorandum from HR Director re: requesting permission to pay FY19 Sentinel Benefits invoice with FY20 funds in the amount of \$1,145*
7. *Memorandum, grant application & checklist from DPW Director re: request acceptance of a MassWorks Infrastructure Program Grant in the amount of \$3,000,000 for offsite utility and transportation improvements relative to the FMUV project*
8. *Memorandum from CFO requesting a loan order in the amount of \$400,000 for the cost of permanent repairs and paving of Englewood and Lake Roads*
9. *Supplemental Appropriation Budgetary Request (2020-SA-1) in the amount of \$35,000 to fund 50% of contractual cost for the Cape Ann Study for Education by UMass Donahue Institute*

COMMITTEE
Chair, Councilor Melissa Cox
Vice Chair, Councilor Scott Memhard
Councilor Ken Hecht

CC: Mayor Theken
Jim Destino
Kenny Costa
John Dunn
Jill Cahill/Sal DiStefano

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



**CITY OF GLOUCESTER 2019
CITY COUNCIL ORDER**

ORDER: CC#2019-027
COUNCILLOR: Melissa Cox

DATE RECEIVED BY COUNCIL: 07/23/2019
REFERRED TO: B & F
FOR COUNCIL VOTE:

ORDERED that the City of Gloucester accept Chapter 5 of the Acts of 2019, Section 33 as follows:

SECTION 33. Said section 6 of said chapter 337 is hereby further amended by striking out section 3D of chapter 64G of the General Laws and inserting in place thereof the following section:-

Section 3D. (a) A city or town that accepts section 3A may, by a separate vote and in the same manner of acceptance as set forth in said section 3A, impose a community impact fee of not more than 3 per cent of the total amount of rent upon each transfer of occupancy of a professionally managed unit that is located within that city or town.

(b) A city or town that votes to impose a community impact fee under subsection (a) may, by a separate additional vote and in the same manner of acceptance as set forth in section 3A, also impose the community impact fee upon each transfer of occupancy of a short-term rental unit that is located within a two-family or three-family dwelling that includes the operator's primary residence.

(c) An operator shall pay the community impact fees imposed under this section to the commissioner at the same time and in the same manner as the excise due to the commonwealth under section 3. All sums received by the commissioner under this section as excise, penalties or forfeitures, interest, costs of suit and fines shall, not less than quarterly, be distributed, credited and paid by the state treasurer upon certification of the commissioner to the city or town. A city or town shall dedicate not less than 35 per cent of the community impact fees collected under this section to affordable housing or local infrastructure projects.

FURTHER ORDERED that the City of Gloucester commence collection of same upon passage.

FURTHER ORDERED that this matter be referred to the Budget and Finance Standing Committee for review and recommendation to the City Council.

Melissa Cox
Councilor at Large

City Hall Annex
Three Pond Road
Gloucester, MA 01930



SALVATORE DI STEFANO
ECONOMIC DEVELOPMENT DIR.

CITY OF GLOUCESTER
Community Development Department

Memorandum

Date: July 2nd, 2019
To: Mayor Sefatia Romeo Theken
From: Salvatore L. Di Stefano, Sr. Economic Development Director
RE: Acceptance of Gloucester's Essex National Heritage Commission Grant-2019 Season

Dear Mayor,

We are pleased to announce that we are once again awarded an Essex National Heritage Commission \$2,500 grant for the Stage Fort Park Welcoming Center. With your permission I would like to seek the approval of our City Council to accept this grant on behalf of the Community Development Department. No match is required. I am happy to answer any questions you may have.

Best regards,

Sal Di Stefano



City of Gloucester
Grant Application and Check List

Granting Authority: State X Federal _____ Other _____

Name of Grant: Essex National Heritage Area Visitor Center Grant 2019-2020

Department Applying for Grant: Community Development

Agency-Federal or State application is requested from: Welcome Center grant

Object of the application: Funding to support operating expenses of Welcome Center

Any match requirements: No

Mayor's approval to proceed: [Signature] 7/2/19
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
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.

* 1. Application



DATE: March 28, 2019
TO: Essex Heritage Visitor Center Managers
FROM: Debbie Forman, Essex Heritage Finance Assistant
RE: Essex Heritage Visitor Center Grants - 2019 Season

I write to provide an update on the status of the 2019 Essex Heritage Visitor Center Grant Program. We do not yet have any information on federal funding for our upcoming fiscal year, as congress has yet to pass a budget. We will notify you regarding the amount of your grant following confirmation of our federal funding amount and Essex Heritage board approval of the organization's annual budget.

To qualify for the 2019 Essex Heritage Visitor Center Grant Program, we need the following information no later than May 31, 2019:

- *A copy of your organization's calendar or fiscal year 2019 budget.*
- *A signed copy of the attached Memorandum of Understanding (MOU).*
- *A final **ACTUAL** Profit & Loss report identifying the sources of income as Federal, State, Local or Private for your most recent complete fiscal year.*
- *If your fiscal year ends on 6/30/19, we need your Profit & Loss as soon as possible after the year-end.*

Once we have this information, we will prepare and send your grant contract. The first disbursement (50%) of your grant will be sent in July. The second and final disbursement will be sent in September as long as your visitor and volunteer numbers are current.

SORRY, NO DISBURSEMENTS WILL BE MADE UNTIL ALL PAPERWORK IS IN ORDER.

Your organization's receipt of grant funding is contingent upon its compliance with the requirements detailed in the MOU. Included is the requirement that the Essex National Heritage Area logo be displayed on the homepage of your organization's website. Also, as a reminder, **a representative of your organization must be a paid member of Essex Heritage in order to receive a grant.**

Please feel free to contact me with any questions.

Attachment B

Memorandum of Understanding

This Memorandum of Understanding between the **Essex National Heritage Commission, Inc.** (Essex Heritage) and **City of Gloucester** (Visitor Center) relates to a grant from the 2019 Essex Heritage Visitor Center Grant Program.

Whereas the mission of Essex Heritage is to preserve and enhance the historic, cultural, and natural places of the Essex National Heritage Area; and

Whereas the Visitor Center provides information about the historic, cultural, and natural places of the Essex National Heritage Area; and

Whereas the Visitor Center a designated Essex Heritage Visitor Center; and

Whereas Essex Heritage and the Visitor Center have a shared strategic interest in the fostering greater visitation to the historic, cultural, and natural places of the Essex National Heritage Area; and

Whereas Essex Heritage, subject to availability, intends to award a matching grant to the Visitor Center;

Therefore, Essex Heritage and the Visitor Center agree to execute a grant contract that will incorporate this Memorandum of Understanding describing the objectives and requirements of the grant program:

- A. **Essex Heritage Visitor Center Objectives**
- At minimum, be open to the public on a regular basis from April through October, preferably including both weekend days, with hours of operation posted prominently at the entrance
 - Provide publicly accessible restroom facilities, either on-premise or by prior arrangement in the immediate vicinity
 - Provide free, clearly marked visitor center parking
 - All facilities accessible to the handicapped
- B. **Essex Heritage Visitor Center Information Dissemination Requirements**
- Display and distribute free of charge all materials provided by Essex Heritage, including information on the annual Trail & Sails Weekends, the Essex Coastal Scenic Byway, Bakers Island tours and other Essex Heritage tours as developed.
 - Provide directions to other designated Essex Heritage Visitor Centers
 - "Cancel" all National Park Service Passports presented using stamp provided by Essex Heritage
 - Provide information on the historic, cultural, and natural places in the immediate area
 - Provide information on lodging, restaurants, recreational opportunities and other visitor services in the immediate area
 - Provide information on the sites and services within the surrounding area
- C. **Essex Heritage Visitor Center Relationship Requirements**
- Be a paid member of Essex Heritage
 - Display the Essex National Heritage Area logo on the homepage of Visitor Center's website
 - Display in a highly visible location a funding acknowledgement statement to be supplied by Essex Heritage. The statement is preferably placed in close proximity to the Visitor Center's publicly accessible supply of regional visitor information materials
 - Include on all promotional materials funded by the grant (print, video, web), in whole or in part, the Essex National Heritage Area logo and the text "Funded, in part, by a grant from Essex Heritage."
 - Acknowledge Essex Heritage funding in all press releases and similar communications

Attachment B

D. **Essex Heritage Visitor Center Reporting Requirements**

- Provide the Visitor Center organization's annual budget
- Provide the Visitor Center organization's final actual year-end revenue and expense report *including detailed information about revenue sources.*
- Collect and provide Visitor Center visitation data on a monthly basis
- Collect and provide volunteer time data on a monthly basis

E. Please review the description of your visitor center on www.EssexHeritage.org and provide any updates or corrections below:

- Street address (for use with GPS) 24 Hough Ave, Gloucester, MA
- Visitor center phone number 978-281-8865
- Visitor center website N/A
- Months and dates of operation Memorial Day - Columbus Day
- Days and hours of operation Mon-Fri - 9-6, Sat-Sun 9-5
- Is the visitor center accessible to the handicapped? Yes
- Does the visitor center have a publicly accessible restroom onsite? Yes
 - If not, is there publicly accessible restroom nearby? N/A
 - Is the available restroom open when the visitor center is open? Yes
 - Is the available restroom accessible to the handicapped? Yes
- Is there parking at the visitor center? Yes - 20 minute spots
 - If not, is parking nearby? _____
 - Is the available parking free? Yes

By signing this Memorandum of Understanding the Visitor Center expresses its intent to participate in the 2019 Essex Heritage Visitor Center grant program and to comply with all the requirements described in this Memorandum of Understanding.

The signatory further certifies that she/he has been authorized by the appropriate governing body to agree to the terms and conditions set forth in this Memorandum of Understanding.

Carol Mondello
Signature

5/26/19
Date

Carol Mondello
Name (print)

Welcoming Center Coordinator
Title

City of Gloucester
Organization

Visitors Welcoming Center@
Stage Fort Park



ESSEX HERITAGE VISITOR CENTER COMMISSION

10 Federal Street - Suite 12 - Salem MA 01970
978 740 0444 tel - 978 744 0473
www.essexheritage.org

June 6, 2019

Ms. Carol Mondello
205 Essex Avenue
Gloucester, MA 01930

RE: 2019 Essex Heritage Visitor Center Grant Contract

Dear Carol:

On behalf of Essex Heritage, it is my pleasure to provide you with the enclosed contract for your organization's 2019 Essex Heritage Visitor Center Grant. The amount of the grant is \$2,500.

Please read the contract carefully, sign and date it, and return it to Essex Heritage along with the signed certification document (Attachment A) as soon as possible. Upon receipt of the signed contract, we will return a copy of the final executed contract to you.

The enclosed grant contract packet contains the following documents:

- Standard Essex Heritage Visitor Center Grant Contract
- Attachment A: Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug Free Workplace Requirements and Lobbying
- Attachment B: Memorandum of Understanding previously reviewed and signed by grantee and now incorporated into the grant contract
- Attachment C: Appendix A of Office of Management and Budget (OMB) Circular 110-A

As noted in the contract, Essex Heritage will disburse the grant in two equal installments. The first disbursement of 50% will be provided after July 1, 2019 and the receipt of:

- Essex Heritage's receipt of the grant contract signed by the Grantee and
- the Grantee's final actual expense report for the year ending December 31, 2018 or June 30, 2019.
- The second and final disbursement of 50% will be sent in September as long as your visitor numbers and volunteer hours are current.

Thank you for participating in the 2019 Essex Heritage Visitor Center Grant Program. Please do not hesitate to contact me with any questions at (978) 740-0444 or debbief@essexheritage.org.

Sincerely,

Debbie Forman
Financial Assistant

Enclosures



ESSEX NATIONAL
HERITAGE AREA

ESSEX HERITAGE VISITOR CENTER GRANT CONTRACT

This contract is effective from July 1, 2019 to June 30, 2020.

This contract is between the

Essex National Heritage Commission, Inc., a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts, of 10 Federal Street, Suite 12, Salem, Massachusetts, hereafter referred to as "Essex Heritage."

and the

City of Gloucester, a government agency, of 3 Pond Road, Gloucester, Massachusetts, hereafter referred to as "Grantee."

For valuable consideration, the parties agree as follows:

The Grantee will perform the duties and fulfill the responsibilities as they relate to its operation of a designated Essex Heritage visitor center as described in Attachment B, which is incorporated herein (Memorandum of Understanding signed and submitted to Essex Heritage by Grantee).

The amount of the 2019 Essex Heritage Visitor Center Grant is \$2,500.

PAYMENT:

Essex Heritage will make payment in two equal installments. The first disbursement of 50% will be provided after July 1 and following Essex Heritage's receipt of the grant contract signed by the Grantee and the Grantee's final actual expense report for the year ending December 31, 2018 or June 30, 2019. The second and final disbursement of 50% will be sent in September as long as your visitor numbers and volunteer hours are current.

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

ARTICLE I. PRIOR APPROVAL

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

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

ARTICLE II. TERMINATION

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

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

1. By the awarding agency with the consent of the grantee or sub grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
2. By the grantee or sub grantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety.

ARTICLE III. GENERAL AND SPECIAL PROVISIONS

A. GENERAL PROVISIONS

1. This agreement shall be subject to the following provisions, which are incorporated herein by reference:
 - a. If the cooperator is an agency of a **state or local government**:
 - i. OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - and
 - ii. OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations"
 - and
 - iii. OMB Circular A-87, "Cost Principles for State and Local Governments".
 - b. If the cooperator is an **institution of higher education, hospital, and/or other nonprofit organization**:
 - i. OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations"
 - and
 - ii. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"
 - and
 - iii. OMB Circular A-21, "Cost Principles for Educational Institutions"
 - or
 - iv. OMB Circular A-122, "Cost Principles for Nonprofit Organizations".
2. Additional Provisions that apply to all cooperators include:
 - a. 43 CFR Part 12 including
 - (1) Applicability of various OMB circulars
 - (2) Administrative requirements
 - (3) Government Debarment and Suspension

- (4) Drug-Free Workplace Requirements
 - (5) Buy American Requirements for Assistance Programs (found in Subpart E and re-authorized via PL 104-134, Section 307 [signed April 26, 1996])
 - b. 43 CFR Part 18, Restrictions on Lobbying Disclosure Requirements
 - c. MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Assistance Agreements, 505 DM 3.1 - 3.5C(1)(A) or 5.1 - 5.6E(1), as appropriate.
 - d. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12.
 - e. Non-discrimination Requirements. All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 CFR 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC Section 2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC Section 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC Section 6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicap, religion or sex in providing for facilities and service to the public.
3. The following certifications are required in accordance with the above provisions and are attached hereto and made a part of this agreement (the attached pages must be filled out, signed as appropriate, and returned with the signed contract):
- a. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Attachment A, DI-2010, 3 pages). Note various segments and alternatives: Part A should be prepared by each partner plus Part B by any "Lower Tiered Party" (sub-contractors, sub-consultants, NOT employees) to this agreement; Part C, if other than an individual or Part D, if an individual; plus Part E for all agreements which will exceed \$100,000 Federal assistance.

B. SPECIAL PROVISIONS

1. Public Information

The Grantee and Essex Heritage recognize and support each party's requirements to develop appropriate materials and programs to inform the public. All parties agree:

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

2. Direct Benefit Clause

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

3. Anti-Lobbying Clause

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by the Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of

any Member or to Congress, through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

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

4. Indemnification

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

5. Insurance and Related Liability

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

- a. Procure and maintain during the term of the agreement, insurance in a form satisfactory to Essex Heritage and by an insurance company acceptable to the Essex Heritage. The policies shall name the National Park Service as an additional insured, shall specify that the primary insured shall have no right of subrogation against the National Park Service for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the primary insured's sole risk. The amounts of the insurance shall not be less than as follows:
 - (1) Workman's Compensation and Employer's Liability Insurance: Compliance with applicable Federal and State worker's compensation and occupational disease statutes shall be required. Employer's liability coverage in the minimum amount established by state law.
 - (2) General Liability Insurance: General liability insurance in the minimum amount of one million dollars (\$1,000,000) per person for any one claim and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident.
 - (3) Automobile Liability Insurance: This insurance shall be required on the comprehensive form of the policy and shall provide for bodily injury and property damage liability covering the operation of all licensed motor vehicles used in connection with performing the agreement. The minimum limits of two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence of property damage shall be required.
- b. Pay the National Park Service the full value for all damages to the lands to other property of the National Park Service caused by such person or organization, its representatives, or employees; and
- c. Indemnify, save and hold harmless, and defend the National Park Service against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

6. Modification

No modification of this contract will be effective unless it is in writing and is signed by both parties. This contract binds and benefits both parties and any successors. This document, including any attachments, is

the entire agreement between both parties. The laws of the Commonwealth of Massachusetts govern this contract.

ARTICLE IV. NOTICES, COMMUNICATIONS

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

To Essex Heritage: Essex National Heritage Commission, 10 Federal Street, Suite 12, Salem, MA 01970
Tel: 978-740-0444 Fax: 978-744-6473 Email: debbief@essexheritage.org

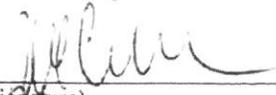
ARTICLE V. ATTACHMENTS AND APPENDICES

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

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

SIGNATORIES

For: **City of Gloucester**



(Signature)

6/14/19

(Date)

Jill Cahill

(Printed name of authorized Grantee representative)

Com Dev Director

(Title)

For: **Essex National Heritage Commission, Inc.**



(Signature)

6/14/19

(Date)

Annie C. Harris

(Printed name of authorized Essex Heritage representative)

Chief Executive Officer

(Title)

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development

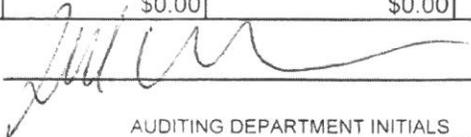
ACCOUNT NAME: Welcoming Center-Essex National Heritage Center grant

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

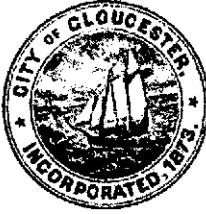
CFDA # (Required for Federal Grants): _____

DATE PREPARED: June 13th, 2019

OBJECT	ORIGINAL BUDGET	APPROVED		REVISED BUDGET
		AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	
REVENUE (4_ _ _ _)				
ENH grant	\$2,500.00			\$0.00
				\$0.00
				\$0.00
Total:	\$2,500.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_ _ _ _)				
				\$0.00
(Supplies) Operating Expenses	\$2,500.00			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$2,500.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE 

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____



Chief Edward Conley
(978)281-9775

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

Memorandum

July 11, 2019

To: Mayor Sefatia Romeo Theken

From: Chief Edward Conley

RE: U.S. DEA Overtime Funding for FY2019

Mayor Romeo Theken,

The Gloucester Police Department has had a detective assigned to the Drug Enforcement Agency for many years. As part of this agreement, the DEA will reimburse the city for the first \$18,042.00 in overtime for this officer for FY2019. This has been a long standing yearly agreement between the DEA and the Gloucester Police Department, as well as all other communities that participate in the program.

There is no match requirement for this grant. I am requesting this correspondence be forwarded to City Council for approval to accept the funding up to \$18,042.00 in reimbursement overtime costs for Fiscal 2019.

Respectfully,

Edward Conley
Chief of Police



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

Granting Authority: State _____ Federal Other _____

Name of Grant: FY19 Organized Crime Drug Enforcement Task Force

Department Applying for Grant: Police Department

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

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

Any match requirements: None

Mayor's approval to proceed: [Signature] 7/15/2019
Signature Date

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

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

City Council's Approval or Rejection: _____
Vote Date

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

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

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

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

FORM: AUDIT GRANT CHECKLIST - V.1



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

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

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

Note: All documents must be complete signed copies.

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

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Police Department
 ACCOUNT NAME: FY19 Organized Crime Drug Enforcement Task Force
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) N/A
 CFDA # (Required for Federal Grants): 16.004
 DATE PREPARED: 7/11/2019

OBJECT	APPROVED			REVISED BUDGET
	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	
REVENUE (4 _____)				
	\$18,042.00			\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5 _____)				
				\$0.00
513000	\$16,042.00			\$0.00
514004	\$2,000.00			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$18,042.00 \$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE



DATE ENTERED (AUDIT) _____

AUDITING DEPARTMENT INITIALS _____

FORM: AUDIT ACCOUNT BUDGET - V1

Appendix D

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of May, 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Gloucester Police Department (hereinafter "GPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

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

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

6. During the period of assignment to the Group Two Task Force, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payments made by it to GPD officers assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,042.00), per officer. *Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."*

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

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

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

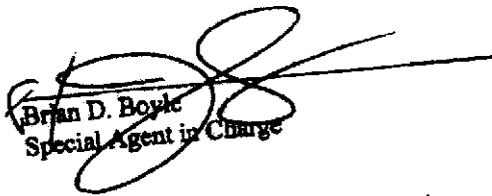
10. The GPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28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

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

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

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2019. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GPD during the term of this agreement.

For the Drug Enforcement Administration:


Bryan D. Boyle
Special Agent in Charge

Date: 5-8-09

For the Gloucester Police Department


Edward G. Conley
Chief of Police

Date: May 7, 2009

U.S. DEPARTMENT OF JUSTICE - DRUG ENFORCEMENT ADMINISTRATION
DEPUTIZATION REQUEST AUTHORIZATION
 Must be typewritten completed. See reverse for Privacy Act

PART I - PARENT AGENCY CERTIFICATION

FROM: (Enter Name of State/Local Agency) Gloucester Police Department **TO:** Special Agent in Charge New England Field **Division**
Name of Employee: Connors, Sean P. **Task Force:** BOSTON, MA DIVISION OFFICE - TASK...
Home Address: 158R Western Ave Essex, Massachusetts 01930 **Sex:** Male
Date of Birth: 04-26-1966 **Place of Birth:** Nalden, MA **SSN:** 030-52-1712

By my signature below, I certify that I have reviewed the character and normal personnel file for this individual and certify that I agree to certify for deputization with the DEA/Task Force and I am not aware of any criminal record or information that would disqualify this individual from employment with the Department of Justice. I further certify that on the date below, I verified that a security check (background investigation) is pending an FBI Department check, until completed and no derogatory information was uncovered.

Chief John McCarthy
 Typed Name and Title of State/Local Official (SI, or above)

Law Firearms Qualification 10-29-2018 (date)

PART II - SAC CERTIFICATION

FROM: Special Agent in Charge New England Field **Division**
TO: Chief, Investigative Support Section

NADDS and HLETS and/or NCIIC checks concerning this subject have been completed and certification (DEA-481) is attached. When additional processing by your office has been conducted, appropriate action will be taken by this Division.
 It is understood that the subject's access is restricted to higher need-to-know, as operational circumstances dictate.

Brian D. Boyle
 Typed Name and Title of Special Agent in Charge

[Signature] 19 Apr 12 2019
 Special Agent in Charge (Signature and date)

PART III - DEPUTIZATION STATEMENT

FROM: Administrator, Drug Enforcement Administration **TO:** Special Agent in Charge
 Pursuant to the authority granted to the Attorney General by Public Law 96-479, Section 1988, and delegated to me by Title 28, Code of Federal Regulations, Subpart R, Section 9.100 et. seq., you are hereby authorized to exercise the powers of enforcement, possession, and search in Section 879, Title 21, United States Code, which are to:

- (1) carry warrants;
- (2) execute and serve search warrants, arrest warrants, administrative inspection warrants, subpoenas, and summonses issued under the authority of the United States;
- (3) make arrests without a warrant (A) for any offense against the United States committed in your presence, or (B) for any felony, cognizable under the laws of the United States, if you have probable cause to believe that the person to be arrested has committed or is committing a felony;
- (4) make seizures of property pursuant to the provisions of this Subchapter (21 U.S.C. 881-904); and
- (5) perform such other law enforcement duties as the Attorney General may designate.

Deputization authority is authorized from the date affixed to my signature for the period checked below unless earlier terminated in writing.

- While you are a DEA Task Force Officer with an automatic expiration date upon
 For investigation(s) conclusion of investigation NTE 1 year.
 Other _____

DMS USE ONLY

S-19-0574

[Signature]
 Administrator, Drug Enforcement Administration
 (Approval Authority Delegated as Chief, OIG)

June 4, 2019
 Date

PART IV - OATH OF OFFICE

I, Connors, Sean P., do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will faithfully discharge the duties of the office on which I am about to enter. So help me God.

I understand that, upon deputization, I will be subject to the provisions contained in 5 U.S.C. 3374(c), including the provisions relating to the unauthorized use of official Government vehicles. I further certify that I have read, understood, and agree to abide by the standards of conduct as described in Section 2736 of the DEA Personnel Manual and Subchapter 632 of the DEA Agents Manual pertaining to the dissemination of information.

[Signature]
 Task Force Officer (Signature and Name)

[Signature] 7/9/19
 Special Agent in Charge
New England Field **Division**



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

Chief Edward Conley
(978)281-9775

Memorandum

July 9, 2019

To: Mayor Sefatia RomeoTheken

From: Chief Edward Conley

RE: Permission to pay FY19 invoice with FY20 Funds

Mayor Romeo Theken,

The Gloucester Police Department requests permission to pay \$90.89 of the Language Line invoice 4602622 with FY20 funds. This is due to the end of the fiscal year and not knowing if translation services would be needed and if needed how long the calls would last. There was only \$98.79 remaining on the carry over PO.

Please see attached invoice.

Please contact me should you have any questions.

Respectfully,

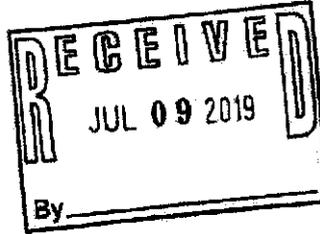
Edward Conley
Chief of Police

Language Line Services, Inc.

1 Lower Ragsdale Drive, Bldg. 2, Monterey, CA 93940

0000938 - 0004645
 911 GLOUCESTER POLICE DEPT
 ATTN: PHILLIP TERPOS
 197 MAIN ST
 GLOUCESTER, MA 01930-6010

Thank you for using Language Line Services
 This invoice reflects usage for June of 2019.
 Please visit us at www.LanguageLine.com



ACCOUNT NUMBER: 9020926072
 INVOICE NUMBER: 4602622
 INVOICE DATE: Jun 30, 2019
 TERMS: N30
 BILLING INQUIRIES: 800-752-6096 Opt. 2
 OUR TIN: 77-0586710

BALANCE BROUGHT FORWARD	PRIOR BALANCE	\$21.61
	PAYMENTS	(\$21.61)
	ADJUSTMENTS	\$0.00
	BALANCE FORWARD	\$0.00
NEW CHARGES	OVER-THE-PHONE INTERPRETATION	\$187.20
	INSIGHT VIDEO INTERPRETATION	\$0.00
	ON-SITE INTERPRETATION	\$0.00
	DOCUMENT TRANSLATION	\$0.00
	EQUIPMENT MAINTENANCE	\$2.48
	OTHER	\$0.00
	STATE/LOCAL TAX	\$189.68
	TOTAL NEW CHARGES	\$189.68
	NEW BALANCE	\$189.68
	AMOUNT DUE	\$189.68

Language Line Services must receive any invoice inquiries or disputes prior to the end of the month. Click on the "Customer Service" tab on our website, then select "Billing Question" to complete your request.

BALANCE HISTORY

TOTAL	CURRENT	1-30 Days	31-60 Days	61-90 Days	91+ Days
\$189.68	\$189.68	\$0.00	\$0.00	\$0.00	\$0.00

PAYMENT COUPON

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE FOR PROPER AND TIMELY CREDIT
 PLEASE INCLUDE YOUR INVOICE NUMBER, AMOUNT PAID PER INVOICE, AND YOUR ACCOUNT NUMBER WITH YOUR REMITTANCE

ACCOUNT NUMBER 9020926072
 INVOICE NUMBER: 4602622
 INVOICE DATE: Jun 30, 2019
 TERMS: N30

CHANGE OF ADDRESS - CHECK HERE AND MAKE CHANGES ON BACK

911 GLOUCESTER POLICE DEPT
 PHILLIP TERPOS
 197 MAIN ST
 GLOUCESTER, MA 01930-6010

AMOUNT DUE: **\$189.68**

WE RECEIVE THE EBILL AND DO NOT NEED THE CALL DETAIL LISTING ON PAPER

MAKE CHECK PAYABLE TO:
 LANGUAGE LINE SERVICES
 PO Box 202564
 Dallas, TX 75320-2564

9020926072063019000018968

ACCOUNT NUMBER: 8020926072

ITEM	DATE	CLIENT ID	DESCRIPTION	QUANTITY	CHARGE(+)	CREDIT(-)	COMMENTS
PAYMENTS							
1	6/4/2019		Payment		\$0.00	\$21.61	\$21.61 Payment by Check
TOTAL PAYMENTS:					\$0.73		
OTHER							
2	6/30/2019		Telecommunication surcharge, taxes and fees		\$1.75		
3	6/30/2019		Handling Fee		\$2.48	\$0.00	
TOTAL OTHER:							

OVER THE PHONE INTERPRETATION - USAGE BY LANGUAGE

INVOICE DATE: Jun 30, 2019

ACCOUNT NUMBER: 9020926072

Language	Minutes	Calls	Avg Length of Call (Minutes)	% of Total Minutes	Avg Interpreter Connect Time (Seconds)	Charges
PORTUGUESE	104	2	52.0	100.0%	8	\$187.20
TOTAL	104	2	52.0	100%	8	\$187.20



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

Granting Authority: State X Federal Other

Name of Grant: MA Attorney General's Office Healthy Summer Youth Jobs

Department Applying for Grant: HEALTH DEPARTMENT

Agency-Federal or State application is requested from: Office of the Attorney General

- Object of the application: To help the City of Gloucester provide additional healthy summer jobs to local youth. Healthy Summer Youth Jobs is designed to directly benefit youth in low socio-economic status communities by providing jobs, and by addressing leading contributors to chronic disease by promoting increased health/wellness/disease prevention activities for the youth and the populations they serve.

Any match requirements: No cash or in-kind matching required.

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

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

Grant Budget by line item account: _____

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

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



CITY OF GLOUCESTER

Health Department
3 Pond Road, City Hall Annex
Gloucester, Massachusetts 01930
PHONE: 978-325-5260
WEBSITE: www.gloucester-ma.gov



Public Health
Prevent. Promote. Protect.

Memorandum

To: Mayor Sefatia Romeo Theken
From: Karin Carroll, Director, Health Department
Date: June 19, 2019
Re: Acceptance of a \$2,217.60 Healthy Summer Youth Jobs Grant

Dear Mayor Romeo Theken:

The Gloucester Health Department, in collaboration with the Cape Ann YMCA, is pleased to announce that we have received a grant in the amount of \$2,217.60 from the Office of the Attorney General to fund healthy summer jobs for local youth. No matching City funds or in-kind services are required as a part of this award.

The youth employed through the City of Gloucester's Health Department would contract directly with the Cape Ann YMCA to fulfill roles in their Cape Ann Mobile Y program. This program promotes physical activity and healthy lifestyles in low-income neighborhoods. This innovative program goes beyond the walls of the local YMCA to reach children in their own neighborhoods.

Through partnering with the Cape Ann YMCA, the youth jobs funded by the Healthy Summer Youth Jobs program will allow the Gloucester Health Department to move forward with its strategic plan and make a meaningful impact on the youth members of the community. Jobs funded through this grant will advance health and wellness for youth in low-income neighborhoods in the community by increasing their daily minutes of physical activity to the recommended level. This, in turn, will have both immediate and long-term health benefits to the youth, hence combating preventable chronic disease in the community.

Staff will be available to answer any questions City Council members may have.

Respectfully,

Karin Carroll



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

June 17, 2019

Mrs. Karin Carroll
Director of Public Health
City of Gloucester Health Department
3 Pond Rd
Gloucester, MA 01930

RE: Healthy Summer Youth Jobs Grant Program

Dear Mrs. Carroll,

Congratulations! I am pleased to notify you that the Attorney General's Office has chosen City of Gloucester Health Department to receive funding from our Healthy Summer Youth Jobs Grant Program. Subject to the final execution of documents, your program will receive a grant up to \$2,217.60.

Now in its fifth year, the AG's Healthy Summer Youth Jobs is designed to fund summer jobs at a wide range of Massachusetts government and nonprofit employers that support community health and wellness. The Attorney General's Office is honored to partner with your organization to help fulfill the grant's mission and provide summer jobs to hundreds of youth people across out state.

Our team will be sending you additional information and important documents within the next few weeks. Please feel free to contact Helen Wang by email at Helen.Wang@mass.gov or by phone at (617) 963-2291 if you have any questions or concerns in the meantime.

Again, I thank you for your work with youth and we look forward to working with you on this vital effort.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Maura Healey'.

Maura Healey
Massachusetts Attorney General

cc: Helen Wang
Jenna Newbegin

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: City of Gloucester Health Department	COMMONWEALTH DEPARTMENT NAME: Office of the Attorney General MMARS Department Code: AGO
Legal Address: (W-9, W-4,T&C):	Business Mailing Address: One Ashburton Place, 20 th Floor, Boston MA 02108
Contract Manager: Jenna Newbegin	Billing Address (if different):
E-Mail: jnewbegin@gloucester-ma.gov	Contract Manager: Helen Wang
Phone: 978 325 5261 Fax: N/A	E-Mail: Helen.Wang@mass.gov
Contractor Vendor Code:	Phone: 617-963-2291 Fax: 617-573-5395
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s):
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input 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)	CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>20</u> Enter Amendment Amount: \$ <u> </u> (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)
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"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$2217.6	
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 <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: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> 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 2019 Healthy Summer Youth Jobs grant program will fund youth jobs that benefit Massachusetts health care consumers and promote health and wellness by providing youth with opportunities in health-focused summer employment. The scope of services (attachment A) is incorporated by reference.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of, <u>20</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 checked="" type="checkbox"/> 3. were incurred as of <u>July 8, 2019</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>September 30, 2019</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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: <u>7/15/19</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sefotia Romeo Thelen</u> Print Title: <u>Mayor, City of Gloucester</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____



MAURA HEALEY
ATTORNEY GENERAL

ATTACHMENT A SCOPE OF SERVICES

BETWEEN THE MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL
AND CITY OF GLOUCESTER HEALTH DEPARTMENT.

1 INTRODUCTION

This Scope of Services (SOS) is between the Massachusetts Office of the Attorney General (AGO) and City of Gloucester Health Department and is in regard to the **Healthy Summer Youth Jobs 2019 grant**.

The entire agreement between the parties (the "Contract") consists of the following documents in the following order of precedence:

1. The Commonwealth Standard Terms and Conditions;
2. The Commonwealth Standard Form Contract;
3. All requirements listed in the **Healthy Summer Youth Jobs 2019 RFP**;
4. City of Gloucester Health Department's description in its response to the **Healthy Summer Youth Jobs 2019 RFP** of activities to be conducted; and
5. This SOS (Attachment A).

2 OVERVIEW, EFFECTIVE DATE, AND TERM

This Contract's term (the "Term") begins on **July 8, 2019** (the "Effective Date") and shall terminate on **September 30, 2019** ("Termination Date").

3 AMOUNT OF AWARD AND CONDITIONS

The amount of this award is **\$2217.60** which reflects the **total award amount and no change in budget** subject to the provisions set forth in this Contract, including but not limited to the following conditions:

- Completion of Grant contract materials including original signatures.
- Continued compliance with the AGO Non-Profit Organizations/Public Charities Division's requirements for annual reports, if applicable.
- This is a reimbursement grant. Funds will be reimbursed after receipt of a final report by **September 30, 2019**. The AGO will provide a report template by August 15, 2019. Failure to submit the final report may affect the AGO's decision to act favorably on future grant applications and may result in a denial of such applications.
- Any funds unexpended by the termination date must be remitted back to the AGO.
- The AGO will monitor the grantee to ensure that the requirements and objectives of the grant are met.
- Any proposed changes to program budget or activities must be submitted in writing and approved in advance by the AGO.
- The AGO reserves the right to revoke grant award if award recipient fails to meet grant objectives and/or requirements.

- Grantee acknowledges that all documentation submitted to the AGO is subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10, and M.G.L. c. 4, § 7, cl. 26.
- Grantee attributes the AGO as a funding source or partial funding source for any materials funded by the AGO. Suggested wording for print: "Funding provided by a grant received from the Massachusetts Attorney General's Office." The seal of the Commonwealth of Massachusetts may not be used without permission of the AGO.

4 BUDGET AND USE OF AWARD

Grantee Organization	City of Gloucester Health Department
Award Amount	\$ 2217.6
Amount of award used for youth salary	\$ 2016
Amount of award used for administrative support	\$ 201.6

5 ACCEPTANCE

By signing below, the parties agree to this Scope of Services.

The undersigned hereby represent that they are duly authorized to execute this Scope of Services on behalf of their respective organizations.

Massachusetts Office of the Attorney General

Signature: _____
 Date: _____
 Name: _____
 Title: _____

City of Gloucester Health Department

Signature:  _____
 Date: 7/15/2019
 Name: Sefatia Romeo Theken
 Title: Mayor

Healthy Summer Youth Jobs 2019

Healthy Summer Youth Jobs 2019

City of Gloucester Health Department

Mrs. Karin Carroll
3 Pond Rd
Gloucester, MA 01930

healthdepartment@gloucester-ma.gov
O: 978-325-5265

Mrs. Jenna Newbegin

3 Pond Rd
Gloucester, MA 01930

jnewbegin@gloucester-ma.gov
O: 978-325-5261

Application Form

Organization

Project Name*

Healthy Summer Youth Jobs 2019

Grant Opportunity

How did you hear about this grant opportunity?

Email from the AGO

If you selected "other", please specify.

Organization Type*

Please select one

Municipality

If OTHER was selected above, please note type of your organization.

Mission Statement

What is your organization's mission statement?

The mission of the Gloucester Health Department is to promote physical and mental health and prevent disease, injury and disability in the City of Gloucester, Massachusetts.

Annual Operating Budget*

Please provide your organization's most recent annual operating budget.

Do not include dollar sign.

\$105,200,000.00

Does your organization typically employ youth during the summer?*

Youth is defined as 14-21 years old.

Yes

How many total youth were employed last summer?

Youth is defined as 14-21 years old.

73

Past Grants*

Have you previously applied for a Healthy Summer Youth Jobs Grant, from the AG's Office?

Yes

Have you previously received a Healthy Summer Youth Jobs grant, from the AG's Office?

Yes

Start Date for youth job(s)*

Please provide the anticipated start date for the youth who would be employed by this grant award.

Earliest start date is July 8, 2019

07/08/2019

End date for youth job(s)*

Please provide the anticipated end date for youth who would be employed by this grant award.

Latest end date is August 30, 2019. A longer or shorter duration for youth employment is allowable as long as the maximum funding requested is not exceeded.

08/23/2019

Fiscal Sponsorship*

Are you fiscally sponsored by a nonprofit organization?

No

If yes, please name the fiscal agency below:

Amount Requested*

The maximum amount an organization may request is \$7,680.

Do not include dollar sign.

\$6,653.00

Cash on Hand Certification*

This is a reimbursement grant. Reimbursements are expected to be sent to organizations by October 15, 2019, assuming all necessary contract and reporting documents are received prior.

I certify that if awarded this grant, my organization can pay salaries of jobs funded prior to receiving disbursement from the Massachusetts Attorney General's Office.

Please initial below.

JN

Health and Wellness Benefits

Where will the youth primarily be employed?*

Please list the organization name and address where the jobs will be located.

Cape Ann YMCA, 71 Middle Street, Gloucester, MA 01930

Employed Youth*

Describe the roles and responsibilities of the youth employed by this grant. Please be specific.

The youth employed through the City of Gloucester's Health Department would contract directly with the Cape Ann YMCA to fulfill roles in their Cape Ann Mobile Y program. The Cape Ann Mobile Y program promotes physical activity and healthy lifestyles, which is a core strategy component of both the Gloucester Health Department and the Cape Ann YMCA. Furthermore, it is intended to reach children from economically disadvantaged families. The innovative program goes beyond the walls of the local YMCA, meeting the target audience in their own neighborhoods, eliminating transportation barriers. The program is intended to help youth aged 6-16 in low-income Gloucester neighborhoods to become more physically active and more aware of proper nutrition. The anticipated outcome is a sense of community and a foundation of healthy habits among youth in low-income neighborhoods. Mobile Y employees visit neighborhoods four mornings and two evenings per week during the course of the 7 week grant-funded time frame. Staff will arrive with sports equipment and outdoor art supplies to engage neighborhood kids in old-fashioned outdoor games and activities, including kickball, 4-square, and tag. Through the oversight of Mobile Y staff, local children will jump rope, enjoy water battles, have hula-hoop contests and decorate sidewalks with chalk art. Moreover, they will enjoy the company of neighborhood peers by singing songs, engaging in scavenger hunts, organized sports and field games while building relationships and partaking in fun physical activity.

Advancing Public Health*

How will these jobs advance public health and benefit Massachusetts health care consumers? Please be specific.

A key component of the City of Gloucester Health Department's mission is to promote physical and mental health by promoting disease prevention. A recent community needs assessment through Lahey Health found that only 48% of residents met the recommended guidelines for regular exercise, compared to 80% statewide. Gloucester was a critical outlier in this risk factor which contributes to many preventable chronic diseases. Moreover, findings showed 10.2% of Gloucester's population is at or below the poverty level, with 24.5% of residents living in low-income households earning less than 200% of the federal poverty level. Gloucester's rate of High School graduation/certificate is also notably below the state average. Lahey's 2016 Community Health Improvement Plan recommended targeting these lower-income populations, with a significant focus on youth and adolescents. Within the Gloucester Health Department, we have identified a strategic priority area of 'Wellness, Prevention, and Chronic Disease Management' with the goal of increasing physical activity and healthy eating in the community.

Through partnering with the Cape Ann YMCA, the youth jobs funded by the Healthy Summer Youth Jobs program will allow the Gloucester Health Department to move forward with their strategic plan and make a meaningful impact on the youth members of the community. Jobs funded through this grant will advance health and wellness for youth in low-income neighborhoods in the community by increasing their daily minutes physical activity to the recommended level. This, in turn, will have both immediate and long-term health benefits to the youth, hence combating preventable chronic disease in the community and reducing the cost burden on Massachusetts health insurers and health care providers. By virtue of being active during work hours, youth employed with the Mobile Y will increase physical activity levels and stamina as they transition from sedentary days in the classroom to days spent outdoors full of games, scavenger hunts, and team sports.

Measuring Impact*

Are you measuring the impact of these jobs (i.e., within the community, for the youth, etc.)? If so, how?

In order to accurately evaluate the impact of these jobs within the community, we will employ a combination of qualitative and quantitative data collection. A questionnaire will be distributed to residents to assess the impact the youth workers made at the community level and interviews will be conducted with program attendees/parents of program attendees to collect anecdotal observations on the impact of the Mobile Y program. Lastly, we will measure the additional manpower hours available to assist attendees 1-on-1 as well as the number of neighborhood children who directly benefited from increased levels of physical activity.

For the Mobile Y, we will measure the number of youth (workers and participants) that met the recommended daily guidelines for exercise, with hopes of achieving an improvement in health outcomes in the long and short term. We will also measure the time-on learning for the children on topics such as good, nutrition and healthy eating choices with the expectation that with this education and modeling of healthy eating habits throughout the summer, the participants will internalize life-long healthy habits which in turn will reduce the preventable chronic disease rates.

Your Community*

Why would your community benefit from a grant with a public health focus? Please be specific.

The community would benefit from this public health focused grant initiative because it will ultimately result in increased physical activity levels for youth residents of Gloucester. The Mobile Y program will allow children in the community to learn healthy practices from role models who can influence life-long habits at a young age. Furthermore, this public-health focused Healthy Summer Jobs initiative will leverage existing efforts through the Gloucester Health Department and the Cape Ann YMCA to influence and begin to change the social norms that exist around physical fitness and healthy nutrition in the community.

What other health initiatives are in your community? Please be specific.*

The City of Gloucester Health Department provides youth-centered substance abuse prevention and education strategies through its Healthy Gloucester Collaborative program. Regional efforts between neighboring North Shore/Cape Ann partners focus on underage drinking, marijuana, prescription drug and vaping prevention in the community. The Cape Ann YMCA collaborates directly with the Health Department on the federal STOP Act grant through the Substance Abuse and Mental Health Services Administration, wherein the Y oversees the student-driven Gloucester Youth Council to advocate at the local and state levels for health policies. The Health Department has also secured grant funding through The Tower Foundation to explore the linkage between adverse childhood experiences (ACE's) and early onset substance misuse and currently is in the process of collecting data from youth providers to develop a resource map to better connect youth to support services within the region. The Gloucester Public Health nurse was recently invited to the MA State House by Senator Joan Lovely to present an innovative home-visiting program, NS-MVP (North Shore Mother Visiting Partnership) for mothers and their new babies, filling a much-needed gap and providing referrals to community services for mothers who may be experiencing postpartum depression, substance use, or difficulties with food access.

Additionally our grant partner, the Cape Ann YMCA, offers numerous community focused health and wellness initiatives including youth summer camps which encompass positive developmental exercises that build confidence as well as promote creativity and leadership. Community organizations that frequently collaborate with the City of Gloucester and the YMCA include the Backyard Growers program, which provides support and resources to increase access to healthy food options at area schools, and the Open Door Food Pantry which features an innovative "Mobile Market" to bring fresh produce and nutrition-based education to low-income neighborhoods in Gloucester. Moreover, the Cape Ann Mass in Motion Grant, funded through MA Department of Public Health, continues to make strides in its goals to enhance community gardening,

transportation for senior citizens to access healthy foods, and increased access to physical activity in the region.

Furthermore, the Gloucester Health Department runs a Children's Dental Center, which is focused on providing pediatric dental services spanning from exams and cleanings, to root canals and crowns. The clinic serves low-income and under-served residents that have MassHealth or who are uninsured. Lastly, there is a substantial flu prevention program annually working in conjunction with the schools to vaccinate all students, as well as free Shingles vaccinations provided by the Public Health Nurse, and an initiative to provide all City first-responders with no-cost vaccinations. Overall, Gloucester has been making significant advances in the areas of health and wellness at the community level.

How will the amazing work these youth accomplished over the summer be sustained after the grant period concludes? *

The continued support of this grant provides an opportunity to further cement the City of Gloucester's partnership with the Cape Ann YMCA, which has ongoing youth programs in the community. Through this public health founded partnership, we will work together to ensure programs like the Mobile Y are sustained within the community. The Healthy Summer Youth Jobs grant allows us develop peer leaders within our community to continue these localized physical activity efforts, within their own backyards and neighborhoods. It will be sustained through youth workers, participants and parents who will be given the tools to know how to make healthy choices for themselves on an ongoing basis. The amazing work that these youth accomplish within local neighborhoods will provide the groundwork for youth residents to develop a healthy relationship with the outdoors and begin to shift social norms to a community that fosters increased physical activity outside year-round.

Your Organization*

How does this grant fit into your organization's mission?

A key component of the City of Gloucester Health Department's mission is to promote physical and mental health by promoting disease prevention. As part of our 2019 Strategic Plan, the department has identified a priority area of 'Wellness, Prevention, and Chronic Disease Management' with the goal of increasing physical activity and healthy eating in the community. Likewise, the Cape Ann YMCA's mission is focused on promoting physical activity and healthy lifestyles, while simultaneously integrating strategies to reach children of economically disadvantaged families. Our similar missions of increasing physical fitness in the community and having an overall positive impact on public health make us strongly suited to partner on this grant project as well as future initiatives that will improve health and increase economic opportunity within the Cape Ann region.

Additional Information

Please provide any additional information you believe is important.

Budget

The maximum amount an organization may request is \$7,680.

Total number of youth that will be employed with this grant: *

6

Number of hours one youth employee will work per week: *

12

Number of hours one youth employee will work over the duration of the grant:*

84

Number of weeks you anticipate to fund youth employees with this grant: *

7

Budget Spreadsheet*

Please upload a budget using Microsoft Excel. Please be sure your budget has the following information:

1. Requested Amount for **Youth Salary** (must pay youth at least \$12.00/hr).
2. Requested Amount for **Administrative Support** (must not exceed 10% of the total amount requested).
3. Total Amount Requested (Add **Administrative Support** and **Youth Salary** line items).

** Please note: If your file does not upload correctly, try saving it as a "97-2003 Compatibility Document"

FY2019 HSYJ Budget Request.xlsx

Budget Narrative*

Please upload a budget narrative providing a detailed description of how the grant funds will be utilized. Within the narrative, please indicate the organization will provide any financial and/or in-kind resources.

2019 Healthy Summer Youth Jobs Budget Narrative.docx

File Attachment Summary

Applicant File Uploads

- FY2019 HSYJ Budget Request.xlsx
- 2019 Healthy Summer Youth Jobs Budget Narrative.docx

Healthy Summer Youth Jobs
City of Gloucester Health Department
2019 Budget Request

Number of Youth Employed	Hourly Rate	Weekly Hours	Number of Weeks	Total Youth Salary
6	\$ 12.00	12	7	\$ 6,048.00
Admin Support (10%)				\$ 605.00
Grand Total:				\$ 6,653.00

Healthy Summer Youth Jobs
City of Gloucester Health Department
2019 Budget Narrative

Budget Category	Amount
Youth Salary	\$6,048.00
Administrative Support Rate (10%)	\$605.00
Grand Total	\$6,653.00

Supporting Budget Narrative

Youth Salaries: The youth salary budget line is calculated to reflect the hiring of 6 youth employees at a rate of \$12.00 per hour for 12 hours per week over the course of a seven-week grant period. Additional employees or extended Mobile Y program weeks will be supported financially by the Cape Ann YMCA, through funding they receive through the City of Gloucester's Community Development Block Grant.

Administrative Support Rate: The Gloucester Health Department will absorb an administrative rate calculated at 10% of Direct Program Costs to support the internal need to manage fiscal and contractual aspects of the grant award.

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: City of Gloucester, Health Dept.
 ACCOUNT NAME: Healthy Summer Youth Jobs
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) N/A
 CFDA # (Required for Federal Grants): _____
 DATE PREPARED: 6/19/2019

OBJECT	ORIGINAL BUDGET	APPROVED AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_ _ _ _)				
454002	\$2,217.60			\$2,217.60
				\$0.00
				\$0.00
Total:	\$2,217.60	\$0.00	\$0.00	\$2,217.60
EXPENSE (5_ _ _ _)				
520000	\$2,217.60			\$2,217.60
Total:	\$2,217.60	\$0.00	\$0.00	\$2,217.60

Keith M. Carroll

DEPARTMENT HEAD SIGNATURE _____

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____

FORM: AUDIT ACCOUNT BUDGET - V1

City Hall
Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9742
FAX 978-282-3055
DLeete@gloucester-ma.gov

CITY OF GLOUCESTER
PERSONNEL DEPT

TO: MAYOR ~~ROME~~ ^{THEKEN}
FROM: DONNA LEETE, HR DIRECTOR
DATE: JULY 17, 2019
SUBJECT: PAYMENT REQUEST – SENTINEL BENEFITS

I would like to request that we be allowed to pay the attached fiscal Year 2019 bill with fiscal year 2020 funds. Please forward to B & F for consideration. Thank you.



30748.00 Paid

Client Number	Invoice Number	Invoice Generated	Date Due
22000000	11000000	11/2019	11/2019

Quick Invoice Summary

Ref#: RA50106190783084 \$1,145.00
Total Due on August 1, 2019 **\$1,145.00**

City of Gloucester
 ATTN: Paul Russo
 9 Dale Avenue
 City Hall
 Gloucester, MA 01930

For the period 6/1/2019 to 6/30/2019

Ref#: RA50106190783084

Cafeteria Plan Services

This Period

Base Fee

\$0.00

Fee Waived

Participant Fee

Total Participants : 229

\$1,145.00

Fee schedule

Calculation

Flat Rate

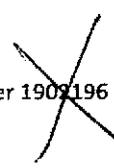
229 x \$5.00 = \$1,145.00

Subtotal: \$1,145.00

Total Due: \$1,145.00

COMMENTS

Purchase Order 1909196



Remit Payment to: Sentinel Benefits Group, Inc.

100 Quannapowitt Parkway, Suite 300, Wakefield, MA 01880 | T: 781-914-1200 | sentinelgroup.com

Securities offered through Sentinel Securities, Inc. 781.914.1400 | Sentinel Securities, Inc. member FINRA, SIPC, MSRB | Insurance offered through Sentinel Insurance Agency, Inc. | Investment advice offered through Sentinel Pension Advisors, Inc., an SEC registered investment advisor.

THANK YOU FOR PARTNERING WITH SENTINEL BENEFITS & FINANCIAL GROUP

Department of Public Works
28 Poplar Street
Gloucester, MA 01930



TEL (978)281-9785
FAX(978)281-3896
mhale@gloucester-ma.gov

CITY OF GLOUCESTER
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

Date: July 15, 2019

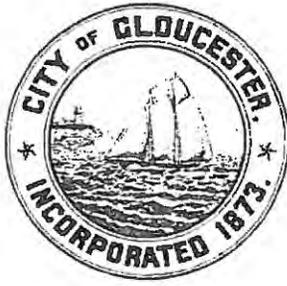
To: Mayor Sefatia Romeo Theken
James Destino, Chief Administrative Officer

From: Michael B. Hale, Director of Public Works *MBH*

Re: MassWorks Infrastructure Program

The Department of Public Works is pleased to report that the Executive Office of Housing & Economic Development has awarded the City a grant of \$3,000,000.00 for the offsite utility and transportation improvements relative to FMUV Project.

We respectfully request that you forward the attached Grant Acceptance Package to City Council for acceptance.



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

Granting Authority: State X Federal _____ Other _____

Name of Grant: MassWorks Infrastructure Program

Department Applying for Grant: Public Works

Agency-Federal or State application is requested from: Executive Office of Housing & Economic Dev.

Object of the application: Offsite Utility & Transportation Improvements Relative to FMUV Project

Any match requirements: No requirement but City Contribution of \$600,000

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 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

ACCOUNT BUDGET

DEPARTMENT NAME: Public Works

ACCOUNT NAME: _____

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

CFDA # (Required for Federal Grants): _____

DATE PREPARED: _____

OBJECT	APPROVED				REVISED BUDGET
	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST		
REVENUE (4_____)					
64194/460012	\$3,000,000			\$3,000,000	\$0.00
					\$0.00
					\$0.00
Total:	\$3,000,000	\$0.00	\$0.00	\$3,000,000	\$0.00
EXPENSE (5_____)					
					\$0.00
64195/530006	350,000			\$350,000	\$0.00
					\$0.00
64195/588500	2,650,000			\$2,650,000	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total:	\$3,000,000	\$0.00	\$0.00	\$3,000,000	\$0.00

DEPARTMENT HEAD SIGNATURE Michael S. Hill

DATE ENTERED (AUDIT) _____ AUDITING DEPARTMENT INITIALS _____



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF
HOUSING & ECONOMIC DEVELOPMENT**
One Ashburton Place, Room 2101, Boston, MA 02108

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

JAY ASH
SECRETARY

TELEPHONE (617) 788-3610
www.mass.gov/hed

October 2018

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

Dear Mayor Romeo Theken:

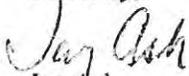
Thank you for submitting an application to the 2018 Round of the MassWorks Infrastructure Program. The Executive Office of Housing and Economic Development (EOHED) received 107 applications requesting over \$207 million in grant funding. The program continues to be highly competitive and received many strong proposals. The team at EOHED along with our other state agency partners worked together to recommend the most shovel-ready and highest-impact projects for funding.

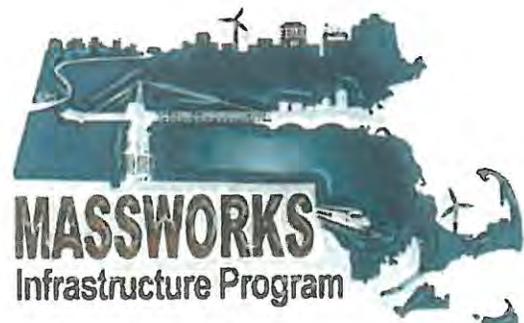
On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of \$3,000,000 has been approved for the City of Gloucester. We are excited to support the Trask Street Area Infrastructure Improvements. You will be contacted by a MassWorks staff member to discuss any conditions and/or specific requirements related to this grant award, as well as next steps for contracting.

Please be advised that this letter does not constitute an agreement or contract with EOHED or the Commonwealth of MA for the grant award specified above. The Grantee is not authorized to proceed with any purchases or construction work, for which it expects reimbursement from this MassWorks grant, until a contract has been fully executed between the Grantee and EOHED. The award is contingent upon the Grantee's demonstrated compliance with relevant statutes and regulations, as well as submission of any required documentation confirming the project plan/budget, and EOHED's approval of such plan/budget. This letter does not confer any rights onto the Grantee.

Again, thank you for your participation in the MassWorks Infrastructure Program. We look forward to working with you to advance the economic growth of your community and the Commonwealth.

Sincerely,


Jay Ash
Secretary



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 <https://www.macomptroller.org/> under Forms.

CONTRACTOR LEGAL NAME: City of Gloucester (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Economic Development MMARS Department Code: EED
Legal Address: (W-9, W-4, T&C): 9 Dale Avenue, Gloucester, MA 01930	Business Mailing Address: 1 Ashburton Place, Rm. 2101, Boston, MA 02108
Contract Manager: Michael B. Hale	Billing Address (if different):
E-Mail: mhale@gloucester-ma.gov	Contract Manager: Nicholas Bulens
Phone: 978-281-9785 Fax:	E-Mail: nicholas.bulens@mass.gov
Contractor Vendor Code: VC6000192096	Phone: 617-788-3620 Fax: 617-788-3605
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): 19MWIPGLOUCESTERTRAS RF/Procurement or Other ID Number: MWIP2018
<p style="text-align: center;"><u>X</u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) <u>X</u> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">___ CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ Amendment to Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <u>X</u> 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.) <u>X</u> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 3,000,000.	
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: <u>X</u> 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.) Funding award through the MassWorks Infrastructure Program (pursuant to Plan Item D001 in the Mass. Capital Investment Plan 2019-2023) to support a public infrastructure project, as outlined in the attached RFR response, and in accordance with the scope and additional terms/conditions described in Attachment A.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 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 <u>June 30</u> , 2021, 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: <u>1/29/2018</u> (Signature and Date Must Be Handwritten At Time of Signature)	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: <u>2-15-19</u> (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: <u>Sefatia Romeo Theken</u> Print Title: <u>Mayor</u>	Print Name: <u>Michael Kennealy or Designee / Jonathan Casco</u> Print Title: <u>Secretary of Housing and Economic Development</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 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 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

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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 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 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

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including, Executive Order 147; G.L. c. 29 s. 29F, G.L. c. 30, § 39R, G.L. c. 149 § 27C, G.L. c. 149, § 44C, G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

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

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted

electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5 s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7 s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 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. 12,101 et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP 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 "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

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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.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing 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.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Print Name: Scandra Anne Thelen (signature)

Title: Mayor

Date: 1/29/2019

(Check One): Organization Individual

Full Legal Organization or Individual Name: City of Gloucester

Doing Business As: Name (if Different): _____

Tax Identification Number: _____

Address: 9 Dale Ave Gloucester MA 01930

Telephone: 978-281-9700 FAX: 978-281-9738

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

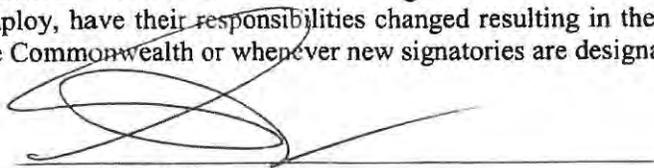
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Sofia Romeo Theken	Mayor
James Destro	CAO

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: 1/29/2019

Title: Mayor

Telephone: 978-281-9700

Fax: 978-281-9738

Email: sromeotheken@gloucester-ma.gov

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
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.

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

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

Title: Mayor

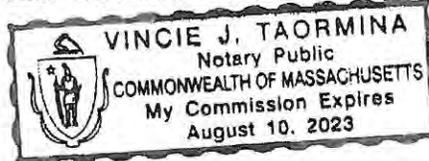
[Signature]
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, Vincie J. Taormina (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:

January 29, 2019.

My commission expires on: August 10, 2023



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

**EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT
MassWorks Infrastructure Program**

**ATTACHMENT A
Additional Terms and Conditions**

ARTICLE I – Grant Agreement

A Grant Agreement (Agreement) is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (EOHED), and the **City of Gloucester** (Public Entity), jointly referred to as “The Parties”, based on the application submitted by Public Entity (incorporated herein as Attachment B). The following documents, collectively, are referred to as the “Contract”:

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Terms and Conditions Form
3. Commonwealth of Mass. – Contractor Authorized Signatory Forms
4. Attachment A, Additional Terms and Conditions (*this document*)
5. Attachment B, RFR Response / Grant Application

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of a Massworks Infrastructure Project, based on application submitted on: **August 9, 2018**. The entire Contract package sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE II – Definitions (The following terms shall have the respective meanings ascribed to them.)

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Director**” shall mean the assigned manager/supervisor of the Massworks Infrastructure Program.

“**Grant Application**” shall mean the application submitted in response to the RFR by the Public Entity to the Massworks Infrastructure Program, including a Site Plan, and appended as Attachment B to the Contract.

“**Grant Funds**” shall mean the funds disbursed by EOHED to the Public Entity pursuant to the Contract.

“**Massworks Infrastructure Program**” shall mean the economic development grant program authorized by Section 63 of Chapter 23A of the Massachusetts General Laws, and further described in the Massworks Infrastructure Program Guidelines promulgated annually by the Secretary, as such Guidelines may be modified or updated from time to time.

“**Monetary Penalties**” shall mean the full recoupment by EOHED of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“**Project**” shall have the meaning set forth by all of the components outlined in Article III.

“**Project Site**”, also referred to herein as the “Site”, shall mean the land and appurtenant easements, if any, identified in Section III.A hereof, described in the Grant Application, and shown on the Site Plan.

“Secretary” shall mean the Massachusetts Secretariat of Housing and Economic Development.

“Maximum Obligation” shall mean the maximum amount of Grant Funds that the Public Entity is allowed to request/receive for performance under this contract.

ARTICLE III – Project Scope and Budget

Project Name: **Trask Street Area Infrastructure Improvements Project**

Maximum Obligation of this Contract: **\$3,000,000**

A. Description of the Project Site

The Project Site consists of the following segments of roadway in Gloucester, Massachusetts, as illustrated in Attachment B:

- The length of Trask Street;
- A segment of Warner Street approximately between the intersection of Warner Street at Millet Street and the intersection of Warner Street at Trask Street;
- A segment of Millet Street approximately between the intersection of Millet Street at Warner Street and the intersection of Millet Street at Sargent Street;
- A segment of Sargent Street approximately between the intersection of Sargent Street at Millet Street and the intersection of Sargent Street at Shepherd Street and Pleasant Street; and
- A segment of Shepherd Street approximately between the intersection of Shepherd Street at Sargent Street and Pleasant Street and the intersection of Shepherd Street at Maplewood Avenue.

B. Project Description

The Project will reconstruct approximately 0.33 miles of roadway, as identified in the description of the Project Site above. The Project’s scope of work will include design and construction of sewer and water system upgrades, drainage, road resurfacing, pavement markings, sidewalks and curbing, utility relocation, street lighting, and landscaping. Approximately 1,650 linear feet of sewer system will be upgraded along the segments of Warner Street, Millett Street, Sargent Street, and Shepherd Street identified in the description of the Project Site above. Roadway improvements will incorporate bicyclist and pedestrian accommodations consistent with the City of Gloucester’s Safe and Accessible Streets Policy. The Project is further described and illustrated in Attachment B.

C. Project/Construction Timeline

MILESTONE	MONTH-YEAR
Design, Survey, and Engineering Complete	Feburary-2019
Bids Advertised	March-2019
Bids Opened	March-2019
Contract Awarded	April-2019
Construction Started	July-2019

Construction 25% Complete	December-2019
Construction 50% Complete	April-2020
Construction 75% Complete	August-2020
Construction 100% Complete	April-2021
Punch List	May-2021

D. Project Budget:

SPENDING CATEGORY	GRANT FUNDS
Design (include surveying, engineering, permitting, bidding)	\$ 28,153
Construction (incorporate any and all earthwork into corresponding subcategories)	
Land Takings	\$ ---
Demolition/Remediation	\$ ---
Mobilization/Demobilization	\$ 163,000
Water/Sewer/Drainage (include pump stations)	\$ 437,000
Utility Relocation	\$ 200,000
Roadways (include paving, markings, signage, etc.)	\$ 725,000
Sidewalks/Curbing/Streetscapes (guardrails, fencing, plantings, etc.)	\$ 725,000
Electrical/Lighting (include street lights and traffic signals)	\$ 200,000
Bridges/Culverts	\$ ---
Security/Traffic Details	\$ 200,000
Other:	\$ ---
Construction Administration	\$ 321,847
GRAND TOTAL	\$ 3,000,000

E. Funds Drawdown Schedule

Period (QE = "Quarter Ending")	Amount
FY19 QE 03-31-2019	\$ ---
FY19 QE 06-30-2019	\$ 28,153
FY19 Total	\$ 28,153
FY20 QE 09-30-2019	\$ 400,000
FY20 QE 12-31-2019	\$ 400,000
FY20 QE 03-31-2020	\$ 450,000
FY20 QE 06-30-2020	\$ 450,000
FY20 Total	\$ 1,700,000
FY21 QE 09-30-2020	\$ 450,000
FY21 QE 12-31-2020	\$ 350,000
FY21 QE 03-31-2021	\$ 271,847
FY21 QE 06-30-2021	\$ 200,000

FY21 Total	\$ 1,271,847
Grand Total	\$ 3,000,000
Retainage (5%)	\$ 150,000

ARTICLE IV – Grant Administration

A. Project Management.

The Director shall oversee the Massworks Program on behalf of the Secretary.

B. Disbursement of Grant Funds.

EOHED shall disburse funds to the Public Entity in an aggregate amount not to exceed the Maximum Obligation within forty-five (45) days after receipt of a reimbursement request and invoices therefor, from the Public Entity, subject to the following terms and conditions.

1. Invoices for actual expenses should be submitted for reimbursement on a monthly basis by the 15th of the following month. Reimbursement shall be only for work completed and/or items purchased. The Director may withhold approval of an invoice based on the insufficiency of the report or the need for further verification. The Director will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Director, the Public Entity may deviate from or suspend the Reimbursement Schedule.
2. In instances where payment is requested prior to funds being disbursed by the Public Entity, documentation of payment by the Public Entity to its contractors must be submitted to EOHED within 60 days of receipt of funds. Appropriate forms of verification of payment are copies of issued checks, or ledger statements from the grantees accounting system demonstrating payment, including payment numbers, amounts, vendor, and date the check/EFT was processed.
3. In order to be reimbursed for expenditures, the Public Entity is required to obligate funds by June 30 of the fiscal year (July 1 through June 30) in which the expenditure has been made, and to submit invoices by the immediately following July 15th. **Late invoices from the Public Entity will not be accepted for payment by EOHED.** A request to carryover funds from one fiscal year to the next shall not alter the June 30 and July 15 obligation and invoicing deadlines set forth in this paragraph for expenditures made in any given fiscal year.
4. EOHED will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.

C. Use of Grant Funds.

Under the scope and purpose of the Contract, EOHED authorizes the Public Entity to distribute Grant Funds consistent with the terms and conditions of the Contract in furtherance with the goals of the Project. EOHED shall provide Grant Funds up to the Maximum Obligation to the Public Entity to pay for costs incurred to complete the Project. Specific conditions on funding and drawdown schedule are set forth in Article III hereof.

D. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.
2. No Obligation to Increase Budget. EOHED has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.
3. No Arbitrage. For funds that are received on a cost reimbursement, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.
4. Obligation/Drawdown Deadlines. The Grant shall be obligated/expended as set forth in Article III.
5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article III. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.
6. Remaining Balance. In no event shall EOHED be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.
7. Other Conditions. [Insert other project-specific conditions, if applicable.]

ARTICLE V – Obligations of the Public Entity

A. Obligations of the Public Entity

This Agreement shall in no way relieve the Public Entity from the full force and application of any laws, rules, regulations and orders or requirements. In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.
2. Submit regular and complete requests for reimbursement, on a form provided by EOHED that includes supporting invoices and documentation, pursuant to Article IV.B.
3. Submit timely and complete quarterly reports, on a form provided by EOHED that includes updates and/or changes to the Project..
4. Cooperate fully and promptly with any other request for information that the Secretary or the Director may make.

5. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
6. Ensure that construction begins on this Project in accordance with Article III.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.1 above, the Public Entity shall comply, and ensure that its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. Pursuant to Section 6 of Chapter 7C of the Massachusetts General Laws (formally Section 40 of Chapter 7 of the Massachusetts General Laws, as amended by Chapter 165 of the Acts of 2012), Section 61 of Chapter 7 of the Massachusetts General Laws, and Executive Orders, including Executive Orders 526 and 565, the Supplier Diversity Office and the Division of Capital Asset Management and Maintenance (“DCAMM”) have set participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation on state construction projects and state-assisted construction projects. The current MBE and WBE participation goals for building construction and design awards will be a combined MBE/WBE goal as follows:
 - **10.4%** combined MBE/WBE participation on construction contract awards; and,
 - **17.9%** combined MBE/WBE participation on design contract awards.

Overall annual designations by the Public Entity, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. The Supplier Diversity Office and DCAMM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Participation by MBE and WBE firms shall be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and the Public Entity. These participation objectives are goals and are not quotas or set-asides, and are neither floors nor ceilings. Such goals are not applicable, however, to the procurement of site work (horizontal construction) subject to Section 39M of Chapter 30 of the Massachusetts General Laws, as amended or Chapter 30B of the Massachusetts General Laws, as amended.

3. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers’ compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
4. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion

agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful."

5. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage

If signage is to be erected identifying the Project, such signage shall include an acknowledgement of the Grant. The Public Entity shall notify the Director of the desire to erect such signage and the Director shall approve the signage and grant acknowledgement.

D. Project Closeout

Upon completion of the Project, the Public Entity shall certify that there shall be no additional requests for payment. The Public Entity shall submit a completed closeout form, as provided by EOHED and include photographs of the work completed with the Grant Funds.

ARTICLE VI – Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his/her sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHED.

The Secretary's rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

The Secretary, in his/her sole discretion, reserves the right to reduce, suspend, and cancel the Grant in the event that the Public Entity is not ready, willing, and able to expend the Grant Funds in furtherance of the Project as defined in Article III, or if Public Entity fails to secure all of the funds necessary to fully complete the design and construction of the Project. If the Secretary determines, in his/her sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract,

the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

C. Recoupment of Grant Funds Upon Sale of Project

The Secretary, in his/her sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or all Project Site within thirty (30) years of the termination of the Contract.

D. Completion of the Project After Termination

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHEd any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro-formas and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHEd shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Director with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the Massworks Infrastructure Program.

ARTICLE VII – Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered by (i) hand, (ii) recognized overnight courier, (iii) electronic facsimile, or (iv) mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHEd:

MassWorks Infrastructure Program
Executive Office of Housing and Economic Development
One Ashburton Place, Suite 2101
Boston, MA 02108
Fax: (617) 788-3605

To the Public Entity:

City of Gloucester
Attn: Michael B. Hale
9 Dale Avenue
Gloucester, MA 01930
Fax: () -

Pursuant to paragraph 5 of the Commonwealth Terms and Conditions, notices shall be deemed given (i) when delivered if delivered by hand; (ii) one (1) day after being deposited with an overnight courier if sent by

overnight courier; (iii) upon receipt of electronic or telephonic confirmation if sent by fax; or (iv) three (3) days after being deposited with the U.S. Postal Service if sent by mail.

ARTICLE VIII – Miscellaneous

A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Director in the form provided by EOHED. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.
2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.
3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.
4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.
5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

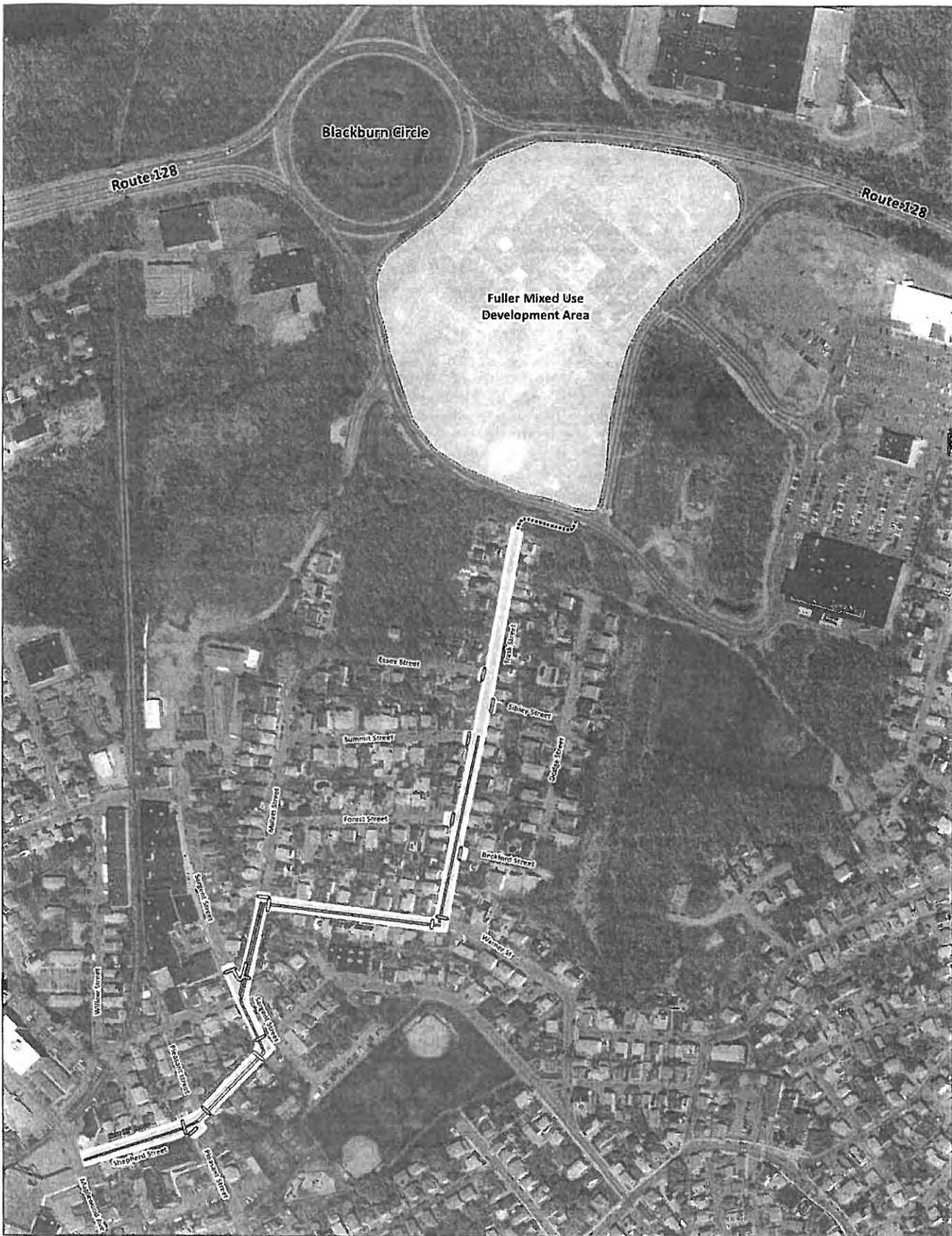
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MassWorks Infrastructure Program

ATTACHMENT B

RFR Response / Grant Application

18 pages including current page



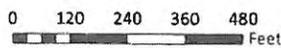
Legend

Roadway and Infrastructure

- New Crosswalk
- New Raised Crosswalk
- Revised Intersection Geometry
- New Shared Use Path
- Limit of Pavement Mill & Overlay and New Concrete Sidewalks w/ Granite Curbing
- Fuller Mixed Used Development Area

Sewer and Water Improvements

- CIPPL Existing Sewer
- Replace existing 8" Sewer w/ new 10" Sewer
- Replace existing 10" Sewer w/ new 12" Sewer
- Replace existing 6" Water w/ new 8" DI Water



Source Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**Trask Street Area Infrastructure Improvement Project
City of Gloucester, MA**



Section I. Project Summary

1.1: Applicant Municipality or Public Entity: City of Gloucester, Massachusetts

1.2: Applicant CEO Name/Title: Mayor Sefatia Romeo Theken

1.3: Applicant Address: 9 Dale Avenue, City Hall

1.4: City: Gloucester

1.5: State: MA

1.6: Zip Code: 01930

1.7: Telephone: (978) 281-9700

1.8: Email:
sromeotheken@gloucester-ma.gov

1.9: Project Contact Name/Title (if different): Michael B. Hale

1.10: Contact Tel.: (978) 281-9785

1.11: Contact Email: mhale@gloucester-ma.gov

1.12: Select the one item below that best describes the type of development being supported by the infrastructure project proposed in this application:

- ✓ Mixed-use development with housing density of at least 4 units to the acre
- Housing development at density of at least 4 units to the acre
- Economic Development and job creation and retention
- Road improvements to enhance transportation safety in small towns with population of 7,000 or less. (STRAP grant)

1.14: Amount of Grant Request: \$3,365,845.00
\$3,651,229.00

1.15: Total Project Budget:

1.16: Name of Proposed Project: Trask Street Area Infrastructure Improvements

1.17: Project Address/Parcel ID: Maplewood Avenue, Shepherd Street, Sargent Street, Millett Street, Warner Street, and Trask Street

1.18: Please provide a brief description (no more than 150 words) of the proposed project. The Trask Street Area Infrastructure Improvements Project ("Project"), is a two-year single phase public project that intends to upgrade utilities and improve multimodal transportation in the downtown area of the City of Gloucester (City). The Project will facilitate a mixed-use development project that will construct a 65,000 square foot YMCA, 26,000 square feet of retail/commercial space, and 200 residential apartments of which 15% (30 units) will be available to households earning a maximum of 80% of the area median income. One of the Project's primary objectives is to increase capacity in the City's wastewater collection system to accommodate the mixed-use project. Approximately 790 linear feet of 8-inch diameter gravity sanitary sewer will be replaced/upsized with 10-inch diameter gravity sanitary sewer and approximately 400 linear feet of 10-inch diameter sanitary sewer will be replaced with 12-inch diameter gravity sanitary sewer, and other sewer system rehabilitaiton measures. The sewer

Section I. Project Summary

replacement will accommodate the mixed-use project as well as potential adjacent residential development sites on Essex Street and Sargent Street. In addition to increasing capacity in the wastewater collection system, streetscape improvements are included in the Project that include formal bicycle and pedestrian connections to the mixed-use project from the Trask Street neighborhood. The connections will provide City residents with non-motorized means of accessing the mixed-use project for employment, retail, and recreational purposes. Further, residents of the mixed-use development will have improved pedestrian and bicyclist access to the MBTA Commuter Rail station on Railroad Avenue and downtown businesses. Pedestrian and bicycle improvements include new ADA compliant sidewalks, ramps, and crosswalks; lighting for increased safety and visibility; pavement rehabilitation including pavement markings and parking space markings; and landscape buffer features.

Section II. Infrastructure Project Description

2.1: Description of project site/location:

The location of the public infrastructure project include public right-of-way of Schoolhouse Road, Gloucester Crossing Road, Maplewood Avenue, Shepherd Street, Sargent Street, Millett Street, Warner Street, and Trask Street. All roads are paved.

2.2: Is the project site publicly owned?

✓ Yes No

2.3: If yes, public owner name: City of Gloucester, MA

2.5: Describe the type of ownership (select all that apply).

✓ Public land Leasehold
✓ Right of Way Easement
Other: Please explain:

2.6: Project Description – Please provide a detailed description of the public infrastructure project for which you are requesting grant assistance. Include details about construction plans, timeline, planned uses for the grant, etc.

Include a brief description of how the infrastructure project will advance the host community's housing, economic development and/or community revitalization objectives, or if the request is for a STRAP grant, how the project will enhance public safety and transportation.

If this funding request is intended for a specific part of a larger public infrastructure project, please describe that part and its relationship to the overall project.

Please provide maps, photographs or other graphics which delineate the project site and the proposed infrastructure work.

The Downtown/Trask Street Area Infrastructure Improvements Project (Project), is a two-year single phase public project that intends to upgrade utility and improve multimodal transportation in the downtown area of the City of Gloucester (City). The Project will facilitate an adjacent mixed-use development project that will construct a state of the art 65,000 square foot YMCA, retail/commercial space totaling approximately 26,000 square feet, and 200 residential apartment units. Of the 200 apartment units, 15% of the units will be made available to households earning a maximum of 80% of the area median income. The current site houses the former Fuller School that is proposed to be razed as part of the mixed-use development project. The mixed-use development project is bound by Route 128 and only accessible via automobile by the Massachusetts Department of Transportation owned Route 128. Electric, natural gas, and telecommunication utilities will be provided to the site from private utility companies. As proposed, the City will provide drinking water to and wastewater collection (sanitary sewer) from the site. Drinking water will be provided to the mixed-use development from an existing 16-inch diameter water main within the site. Wastewater will be collected on site and discharged to a proposed wastewater pumping station on the mixed-use development site. The proposed wastewater pumping station will pump to the City's 8-inch gravity sanitary sewer in Trask Street.

Section II. Infrastructure Project Description

Although the former Fuller School also discharged wastewater to the City's wastewater collection system, wastewater flows from the proposed mixed-use development are greater than the former Fuller School and will result in downstream capacity limitations within the City's sewer collection system. As such, one of the Project's objectives is to increase capacity in the City's wastewater collection system to generated by the mixed-use project. Approximately 790 linear feet of new 10-inch diameter gravity sanitary sewer and approximately 400 linear feet of 12-inch diameter gravity sanitary sewer will be installed. Not only will the proposed sanitary sewer replacement/upsizing accommodate the mixed-use development, it will also accommodate potential adjacent residential development sites on Essex Street and Sargent Street. Other wastewater collection system improvements include epoxy lining of sanitary sewer manholes and cured-in-place pipe lining of sanitary sewers (not scheduled for replacement/upsizing) to address hydrogen sulfide corrosion. Other non-wastewater utility infrastructure improvements included in the Project are upgrades to the water distribution system through replacement of small diameter distribution piping to improve system hydraulics and upgrades to the stormwater collection system through additional catch basins to address localized flooding. In addition to addressing utility items, there are surface improvements provided by the Project. The Project will create formal bicycle and pedestrian connections to the proposed mixed-use development from the Trask Street neighborhood. The connection will provide City residents with non-motorized means of accessing the mixed-use development for employment, retail, and recreational purposes. Further, residents of the mixed-use development will be provided with improved access to the MBTA Commuter Rail station on Railroad Avenue and downtown businesses. Pedestrian and bicycle improvements include new ADA compliant sidewalks, ramps, and crosswalks; street lighting to improve safety and visibility; pavement rehabilitation with markings and parking space markings; and landscape buffer features. The City is currently in the preliminary design stage of the Project. With needed funding through the MassWorks Grant program, the City is prepared to complete design in early to mid 2019, bid in mid 2019, and commence construction in late 2019. Construction is anticipated to take approximately 1.5 years.

2.7: Is the proposed project expected to support future economic growth, immediately or within the next five years, in and around the project area?

Yes No

2.8: Has the project been a subject at a local public hearing?

Yes No

2.9: Please provide the anticipated schedule/timeline for the public infrastructure project for which the community is seeking MassWorks funding.

Milestone	Start Date	End Date
Survey/Design/Engineering	6/26/2018	12/31/2018
Bid/Contract	3/1/2019	3/31/2019
Construction Start	7/31/2019	
25% Construction		12/31/2019
50% Construction		4/30/2020

Section II. Infrastructure Project Description

75% Construction		8/31/2020
Construction Complete		4/30/2021
Punch List	4/30/2021	5/31/2021

2.10: Does the public infrastructure project have all final permits and approvals required to commence in the upcoming construction season?

Yes No

2.11: Please indicate what permits are required for this project, if the permit has been secured, and if not, the timeframe in which it will be obtained.

Required Permit	Secured?	Filing / Request Date	Anticipated Decision Date
MEPA			
Order of Conditions			
Superseding Order of Conditions			
401 Water Quality Certification			
Water Management Act Permit			
MassDOT Access Permit			
Sewer Extension Permit			
<input checked="" type="checkbox"/> Mass Historic Commission Review		9/3/2018	10/1/2018
Utility Relocation			
Article 97 Land Disposition			
Other:			
Other:			

2.12: Has applicant consulted with the MEPA office about applicability?

Yes No

2.13: Will the project require coordination with a utility company?

Yes No

2.14: If yes, please list the company involved and briefly describe your interactions to date.
National Grid for natural gas and electric. Verizon and Comcast for telecommunications. The City will make the private utilities aware of the infrastructure project as it is standard protocol. The City has identified utilities located in the proposed limit of work but have not yet contacted the private utility companies. As design proceeds, the City will commence communication early in the design stage.

2.15: Is the project consistent with MassDOT's Complete Streets design guidelines? Note: Required for all projects affecting roadways.

Yes No

2.17: Will the proposed project affect (directly or indirectly) any state owned highways or roadways?

Section II. Infrastructure Project Description

Yes ✓ No

2.20: Regional Planning Agency for this location: Boston Regional MPO

2.21: Is the project located in an area that is part of a Land Use Priority Plan, or similar regional plan that identifies priority development and/or preservation sites?

✓ Yes No

2.22: If yes, identify the Region and Plan: MetroFuture. Gloucester's downtown core including the project site is identified as a Regional Hub and Growth Area in the MAPC's MetroFuture Regional Plan.

2.24: Is project also in a Regional- or State-Designated Priority Development and/or Preservation Area?

✓ Yes No

2.25: Are there climate resiliency benefits with the project?

✓ Yes No

2.26: If yes, please describe.

Stormwater management improvements, increased landscaping and pervious areas. The Project will encourage non-motorized travel.

2.27: Are each of the housing or economic development project(s) identified in this application, allowed by-right in current municipal zoning?

Yes ✓ No

2.28: If no, please describe the existing zoning and outline what steps the community plans to take to allow the project to proceed.

The City of Gloucester established a mixed use overlay district which allows mixed use by special permit. The Fuller School Mixed Use Development Project received the required special permits by a unanimous vote of the City Council on July 24, 2018

MassWorks Infrastructure Program - 2018

MWIP-2018-Gloucest-00157

Section III. Budget and Sources

3.1: Amount of Grant Request: \$3,365,845.00

3.2: Total Project Budget: \$3,651,229.00

3.3: Please provide a breakdown of the project budget by spending category. This should include the cost of each element of the project (survey, permitting, design, bid, construction oversight, construction, etc.) and reflect the budget for the entire project. Indicate other funding, source, and if those funds are secured. *Please be advised that no more than 10% of the total grant request may be used for pre-construction activities such as surveying, permitting and design/engineering, except in communities applying for a STRAP grant, which are eligible to apply for full preconstruction and construction costs.*

Spending Category	MassWorks		Total Project Budget	Source of Other Funds	Are Funds Secured?
	Funding Request	Other Funding			
Surveying	\$0	\$32,000.00	\$32,000.00	City	✓
Permitting	\$0		\$0		
Design/Engineering	\$28,153.00	\$253,384.00	\$281,537.00	City	✓
CONSTRUCTION	\$2,615,384.0		\$2,615,384.0		
	0		0		
Other: Engineering	\$422,308.00		\$422,308.00		
Construction Services					
Other: Police Details	\$300,000.00		\$300,000.00		
TOTALS	\$3,365,845.0	\$285,384.00	\$3,651,229.0		
	0		0		

Section IV. Preparing for Success

4.1: Is your community participating in a Community Compact with the Commonwealth?

Yes No

4.2: If yes, describe the progress your community has made on implementing best practice(s).

Complete Streets: The City has continued to include complete streets design elements and infrastructure on locally-funded roads. The City has established a Safe and Accessible Streets Policy that implementing the Complete Streets practices. The Safe and Accessible Streets Policy seeks to provide safe, convenient, and comfortable routes for all that make use of the streets including pedestrians, bicyclists, public transit riders, motorists, commercial vehicles, and emergency vehicles. Further, the Fuller Mixed Use Development was designed utilizing Complete Street practices.

4.3: Does the municipality have a current Master Plan and/or Economic Development Plan in place?

Yes No

4.4: Is community designated or seeking designation as a Mass. Municipal Vulnerability Preparedness Community by the Executive Office of Energy and Environmental Affairs (EOEEA)?

Yes No

4.5: Is community designated or seeking designation as a Green Community by EOEEA?

Yes No

4.6: Indicate which of the following strategies/planning tools your community has adopted to attract investment in the community as a whole and at the project site specifically.

Development Tool / Strategy	Within Municipality	Within Project Site
Approved 40R District or Compact Neighborhood Designation		
Urban Center Housing Tax Increment Financing		
Approved Housing Development Incentive Program Zone		
Valid, unexpired, Housing Production Plan	<input checked="" type="checkbox"/>	
Approved Urban Renewal Plan		
Approved Tax Increment Financing District	<input checked="" type="checkbox"/>	
43D Expedited Permitting District	<input checked="" type="checkbox"/>	
Multi-family zoning by-right	<input checked="" type="checkbox"/>	
Mixed-use / cluster zoning	<input checked="" type="checkbox"/>	
Commercial zoning by-right	<input checked="" type="checkbox"/>	
Business Improvement District, Main Street program, or similar		
Federal Choice Neighborhood		
Federal Opportunity Zone nominated census tract(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Federal Economic Development District		
Other:		

Section IV. Preparing for Success

Section IV. Preparing for Success

Indicate all applicable items below related to the MassWorks investment goals:

4.7: Does the project support a transit-oriented development; a development located within one-half mile of a transit station (defined as a subway or rail station, or a bus stop serving as the convergence of two or more bus fixed routes that serve commuters)?

Yes No

4.8: Does the project support the redevelopment of a previously developed site?

Yes No

4.9: Does the project support a development containing a mix of residential and commercial uses, with a residential density of at least four units to the acre?

Yes No

4.10: Does the project support development of new housing with a density of at least four units/acre?

Yes No

4.11: Is the project supported by two or more municipalities? If yes, please attach letters of support from each community.

Yes No

4.12: Is the project located in a Gateway City?

Yes No

Section V. Benefitted Private Development Projects

5.1: Does the public infrastructure project support new development in and around the project area?

If yes, continue to the next question. If No, skip to Section VI.

- Yes No

5.2: Please select the project type(s) that best describe the private development project that is expected to benefit from the public infrastructure project. (check all that apply)

- Housing
- Commercial
- Mixed-Use
- Industrial
- Other: Recreational Facility (YMCA)

5.3: Will the public infrastructure project...

- (a) directly serve or connect to a private development project?
 Yes No

- (b) be located on parcels of land that either are part of a private development project site, or adjacent to parcels of land that are part of a private development project site?
 Yes No

- (c) involve the construction of improvements that are required to be constructed as a condition in a permit or approval for a private development project?
 Yes No

5.4: If you answered Yes to any of the above, please continue to answer the remaining questions in this section regarding the private development project. If you answered No to all, skip to Section VI. (If yes to any in 5.3, then continue, if no, skip to section VI)

5.5: Please provide a detailed description of the private development project(s) that includes the full scope of the development, anticipated start/end dates, construction schedule, and phasing, if any.

The program which has been proposed for the Fuller site includes a new, state of the art, 65,000 sf YMCA;

200 units of multifamily rental housing, including 30 affordable units, located less than a mile walking distance to the MBTA Commuter Rail; and 26,000 sf of retail space. The City of Gloucester owns the majority of the site of the proposed project. The City offered the parcel as surplus property in the fall of 2015. Per the terms of sale, the developer will assume the substantial costs associated with the removal of hazardous materials and demolition of the abandoned Fuller School. The anticipated development schedule is as follows:

- Complete MEPA Process - Feb, 2019

Section V. Benefitted Private Development Projects

- Closing - March 2019
- Abatement, Demo, Unsuitables - 6 months Mar, 2019 - Aug, 2019
- YMCA Construction - 14 months. Sep, 2019 - Nov, 2020
- Multifamily Construction - 18 months Sep, 2019 - Jan, 2021
- Retail Construction - 10 months Nov, 2019 - Sep, 2020

The members of the Fuller Mixed Use Ventures team include:

- Multifamily - The Dolben Company
- Retail - Sam Park and Company
- YMCA - The YMCA of the North Shore

5.6: Indicate all of the applicable public benefits of the private development project:

Total private investment:	\$70,000,000.00
Total new square footage of new office, retail or industrial space:	26,000
Total number of new rental housing units to be created:	200
Total number of new homeownership units to be created:	0
Total overall number of new units to be created:	200
Total number of affordable units to be created:	30
State level of affordability (30% of Area Median Income, 50%, 60%, 80%, etc.):	80%
Number of construction jobs to be created:	150
Number of part time jobs to be created:	130
Number of full time jobs to be created:	54
Number of full time jobs to be retained:	121

5.7: Does the private development project have all final permits and approvals required to commence construction?

Yes ✓ No

5.9: If no, please identify what federal, state and/or local permits are outstanding and the expected timeframe within which the permit(s) will be secured.

The Fuller Mixed Use Development has received an Order of Conditions from the Gloucester Conservation Commission, a Mixed Use Overlay District Special Permit, and a Planning Board Site Plan approval. The permits that remain include a MEPA certificate and a MassDOT Access permit. Fuller Mixed Use Venture is working with both MEPA and MassDOT on obtaining the necessary approvals.

5.10: Is the private development project's funding fully secured?

Yes ✓ No

5.11: If no, please indicate funding sources being sought and a timeline for when the resources will be secured by the private developer.

YMCA-Projected cost of \$28MM. ~\$18MM pledged to date with total projected to be

Section V. Benefitted Private Development Projects

\$22-\$24MM. Anticipate additional \$4-6MM of commercial bank debt. Bank debt secured in Q4,2018. Retail-Project cost ~\$4MM. Developer equity of \$1.5-2.0MM, balance to be commercial bank debt. Bank debt secured in Q4,2018. Multifamily-Total cost ~\$40MM. Developer equity of ~\$12 MM and balance to be commercial bank debt. Construction debt will be secured in Q4,2018 through normal commercial channels.

5.12: Has the municipality provided the private development project with local benefits or incentives?

Yes No

5.13: If yes, please explain the type of benefit or incentive:

The City of Gloucester through its Community Development Department has awarded the Fuller Mixed Use Development \$475,000 in Brownfields Program Income Funds to defray the cost of demolition and abatement.

5.14: Provide the following information for the entity undertaking the private development project:

Proponent Entity/Company: Fuller Mixed Use Venture
Contact Name/Title: Peter C. Gourdeau
Phone: 978-720-8242
Email: peter@windover.com

Section VI. Applicability of MEPA Review

If MassWorks funding will be the only form of state action implicated by this project, please refer to EOHED's guidelines for applicability of MEPA review.

6.1: Does the public infrastructure project meet or exceed any of the thresholds for MEPA review set forth in 301 CMR 11.03? Check all relevant thresholds and indicate if ENF and/or EIR are required.

Yes No

Threshold	ENF Required	EIR Required
Land Development		
Rare, threatened, or endangered species		
Wetlands, waterways, and tidelands		
Water		
Wastewater		
Transportation		
Energy		
Air		
Solid and hazardous waste		
Historical and archeological resources		
Areas of environmental concern		

6.2: Does the private development project identified herein, meet or exceed the MEPA thresholds as set forth in 301 CMR 11.03? Check all relevant thresholds and indicate if ENF and/or EIR are required.

Yes No

Threshold	ENF Required	EIR Required
Land Development		
Rare, threatened, or endangered species		
Wetlands, waterways, and tidelands		
Water		
Wastewater		
<input checked="" type="checkbox"/> Transportation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Energy		
Air		
Solid and hazardous waste		
Historical and archeological resources		
Areas of environmental concern		

6.3: Can the private development proceed independently without the public infrastructure project? Attach letter(s) from the private development proponent confirming and explaining this answer.

Yes No

Section VI. Applicability of MEPA Review

https://madhcd.intelligrants.com//_Upload/419939_537304-8Aug18FMUVtoSecAshFinal.pdf

6.4: Please list any filings that have been made or will be made with the MEPA Office in connection with the public infrastructure project or a private development project described above.

MEPA filing that includes an Expanded ENF, Single EIR

Section VII. Certification of Public Entity Authorization

7.1: Does your city/town require a vote of the executive body to authorize the submission of this application?

Yes No

7.3: If no, are you authorized to submit this application on behalf of the applicant entity, by virtue of your executive position (CEO, CFO, etc.) or as a designee of an executive officer?

Yes No

I, Michael B. Hale, hereby certify that I am duly authorized to submit this application on behalf of (applicant) City of Gloucester and to agree, if awarded, to implement the MassWorks Grant Program requirements on behalf of said applicant. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to award a MassWorks grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby certify, under the pains and penalties of perjury that, the answers submitted in this application and the documentation submitted in support are true, accurate and complete.

Michael B. Hale	Director of Public Works	8/9/2018
Name	Title	Date

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 17, 2019
Re: Englewood Road and Lake Road Area Private Way Repairs

In conjunction with the water line replacement project in the subject area, the local homeowners have petitioned the City to make permanent repairs to their private ways. The cost of such repairs will be funded through a loan order and the borrowed funds will be 100% repaid through assessments to the bettered property owners.

I have attached a form of loan order to provide the project funding. Please forward this request to the City Council in you next Mayor's report.

Thank you.

Ordered: That the City of Gloucester appropriates Four Hundred Thousand Dollars (\$400,000) to pay costs of permanent repairs, including paving to private ways in the Englewood Road and Lake Road area, including costs incidental or related thereto. 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 in the first instance 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 10 years, or such shorter time as proscribed by Massachusetts General Law. Any premium received by the City upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Further Ordered: That the Treasurer is authorized to file an application with the Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws 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.

**City of Gloucester
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST
Fiscal Year 2020**

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

APPROPRIATION # ²⁰²⁰~~2019~~ SA- 1 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: _____ Treasurer/Collector

APPROPRIATION AMOUNT: _____ \$35,000.00

Account to Appropriate from: MUNIS ORG - OBJECT 75001359000
MUNIS ACCOUNT DESCRIPTION Stabilization Fund - Undesignated Fund Balance

Balance Before Appropriation _____ \$6,380,721.00

Balance After Appropriation _____ \$6,345,721.00

Account Receiving Appropriation: MUNIS ORG - OBJECT 50104995-530100
MUNIS ACCOUNT DESCRIPTION ~~750055XXXXX~~ Cape Ann Study for Education

Balance Before Appropriation \$ _____ -

Balance After Appropriation \$ _____ 35,000.00

DETAILED ANALYSIS OF NEED(S): 50% of contractual cost with Town OF Rockport for Cape Ann Study for Education by Umass Donahue Institute.

APPROVALS:

DEPT. HEAD: _____

DATE: 7/17/2019

ADMINISTRATION: _____

DATE: 7/17/2019

BUDGET & FINANCE: _____

DATE: _____

CITY COUNCIL: _____

DATE: _____