

CITY CLERK  
GLOUCESTER, MA

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**GLOUCESTER CITY COUNCIL**

9 Dale Avenue, Gloucester, MA 01930  
Office (978) 281-9720 Fax (978) 282-3051

**Budget & Finance Committee**

Thursday, September 20, 2012 – **Special Time: 5:30 p.m.**  
1<sup>st</sup> Fl. Council Conference Rm. – City Hall

**AGENDA**

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

1. *Request from Harbormaster re: payment of bill incurred in FY2012 with FY2013 funds*
2. *Memorandum, Grant Application and Checklist from Harbormaster re: contract for Mass Clean Vessel Act Pumpout Grant Program*
3. *Grant Application and Checklist for Emergency Management Performance Grant from MEMA*
4. *Memorandum from Director of Public Works requesting permission to pay an invoice from FY12 with FY13 Funds*
5. *Memorandum from Police Chief re: City Council acceptance of E911 Grant in the amount of \$61,795 from State Dept. of E911*
6. *Memorandum, Grant Application & Checklist from Harbor Planning Director re: grant in amount of \$125,000 from Seaport Advisory Council*
7. *Memorandum, Grant Application & Checklist from Harbor Planning Director re: a portion of Seaport Advisory Council Grant for the replacement of the Gloucester High School Sailing Program floats*
8. *Appointment of Leonard Campanello as Chief of the Gloucester Police Department and negotiated contract*
9. *Memorandum from CFO requesting approval to pay a prior year (FY11) invoice with FY13 funds*
10. *Memorandum from CFO and Supplemental Appropriation-Budgetary Request (#2013-SA-1)*
11. *Memorandum from CFO and Supplemental Appropriation-Budgetary Request (#2013-SA-2)*
12. *Memorandum from CFO and Supplemental Appropriation-Budgetary Request (#2013-SA-3)*
13. *Memo from City Auditor regarding accounts having expenditures which exceed their authorization And Auditor's Report*

**COMMITTEE**

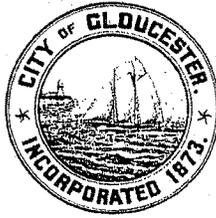
**Councilor Paul McGeary, Chair**  
**Councilor Joseph Ciolino, Vice Chair**  
**Councilor Melissa Cox**

**Committee members – Please bring relevant documentation**

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk  
Jim Duggan  
Kenny Costa  
Jeffrey Towne  
Police Chief Michael Lane  
Fire Chief Eric Smith  
Harbormaster Jim Caulkett  
Sarah Garcia  
Gregg Cademartori  
Leonard Campanello

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



Nineteen Harbor Loop  
Gloucester, MA 01930

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

CITY OF GLOUCESTER  
HARBORMASTER'S OFFICE

**Memorandum**

From: Jim Caulkett, Harbormaster  
To: Mayor Carolyn Kirk  
Date: August 10, 2012  
Subject: Authorization to make Payment

Mayor Kirk,

Will you forward in your next Report to Council the attached bill in the amount of \$167.00. This is for shipping fees on a purchase made in FY 2012 but was not included in the original billing.

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

Sincerely,

Jim Caulkett



SAFE Boats International  
 8800 SW Barney White Road  
 Bremerton, WA 98312  
 Phone: (360) 674-7161  
 Fax: (360) 674-7149

**INVOICE**

Invoice No. 10017702  
 Date 7/31/2012  
 Order No.  
 Shipper ID S0018698  
 Order Type invoice  
 Customer ID GLOU01

DUNS # 01-991-5511

BILL TO:	SHIP TO:
City of Gloucester City Hall 9 Dale Avenue Gloucester, MA 01930	City of Gloucester City Hall 9 Dale Avenue Gloucester, MA 01930

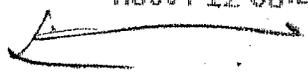
PAGE 1

F.O.B. POINT		SHIP VIA		ORDERED BY		CUSTOMER P.O. NO.	
ORDER DATE		TERMS		SALES PERSON		SITE	
7/31/2012		Net 30				PARTS Parts Department	
PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	QTY BO	PRICE	DISC %	EXT. PRICE
SASH0001	0.000	EA	1.000	0.000	0.00	0.00	0.00

Shipping on Invoice 17422 Transgroup 29B214621

*Cowart Patch Kit*

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Sales Total	0.00
Shipping & Handling	167.00
Misc. Charges	0.00
Tax Total	0.00
	<hr/>
	167.00
Less Paid Amount	0.00
<b>TOTAL</b>	<b>167.00</b>

Purchase Order

CITY OF GLOUCESTER  
City Hall  
9 Dale Avenue  
Gloucester MA 01930

No. 1203496 ✓

Prices as quoted are less any and all federal taxes.  
Please indicate delivery date and any and all discounts.

Invoice/Inquiries to above address  
All invoices must reference PO number  
Sales Tax Exempt #: E-046001390

P.O. Date: 06/01/2012      Questions ? Purchasing (978) 281-9710  
P.O. Issued To :

Account:  
Ship To:      Reference:

SAFE BOATS INTERNATIONAL LLC  
8800 SW BARNEY WHITE ROAD  
BREMERTON WA 98312

Harbormaster  
Attn: Shirley Edmonds  
Harbormaster's Office  
19 Harbor Loop  
Gloucester MA 01930  
(978) 282-3012

Contact:      Location: Harbormaster  
Phone:      Fax:      Project: undesignated

Req# 1203043

Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
303	EA		1 SAFE Aire Adhesive Collar Repair Kit (ORM-D) Only, # COLLOO45	700000.10.492.52520.0000.00.000.00.052	1.00	303.00	0.00	0.00

7/6/12      303.00  
                  252.96  
                  50.04

*Complete*

APPROVAL SIGNATURES:

The unencumbered balance of the appropriation to be charged is sufficient to liquidate the amount of this order and the amount has been recorded as an encumbrance against said appropriation.

By *Kenny Carter*  
Auditor

I hereby certify -  
That this order is authorized by a properly executed and approved requisition on file in this office.

*Edwin Compton*  
City Purchasing Agent

Sub-Total:	303.00
Freight:	0.00
Tax:	0.00
Total Amount:	303.00

To do business with the City of Gloucester, all vendors should be aware of Mass. Gen. Laws (c. 30B, c. 149, dec. 44 et seq., c30, sec. 39 et seq.)

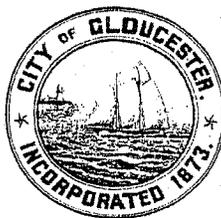
- No work, services, or supplies can be received by any City agency without a proper Purchase Order or Contract in place.
- All Purchase Orders/Contracts exceeding \$5000 in value will follow the quotation/bid process prior to award. No contracts for Construction-related services subject to MGL Chap. 149, and MGL Chap. 30, sec. 39 will be awarded until all required documentation is received, i.e., Certificate of Eligibility, Update Statement, etc.
- All invoices must detail the services performed and/or materials delivered. Any invoices submitted for work, services, or supplies performed or provided after the expiration date of a Purchase Order/Contract, or after the \$\$ limit of a Purchase Order/Contract has been reached will likewise not be honored by the City. All packing slips for delivered goods which are submitted with invoice for payment must be signed by authorized personnel from the contracting City department at the time of delivery.
- Any work, services, or supplies provided without following the above mentioned guidelines are not the responsibility or liability of the City, and any invoice that violates these provisions will not be honored for payment.

NOTES:

[Empty box for notes]

Order Via:      Mail

ENTITY COPY



Nineteen Harbor Loop  
Gloucester, MA 01930

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

CITY OF GLOUCESTER  
HARBORMASTER'S OFFICE

**Memorandum**

From: Jim Caulkett, Harbormaster  
To: Mayor Carolyn Kirk  
Date: August 10, 2012  
Subject: Annual Pumpout Boat Grant Contract

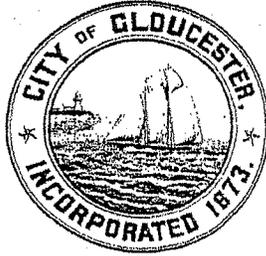
Mayor Kirk,

Will you forward in your next Report to Council the attached contract for the Massachusetts Clean Vessel Act Pumpout Grant Program.

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

Sincerely,

Jim Caulkett



City of Gloucester  
Grant Application and Check List

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

Name of Grant: CLEAN VESSEL ACT

Department Applying for Grant: HARBORMASTER'S OFFICE

Agency-Federal or State application is requested from: MASS DIVISION MARINE FISHERIES

Object of the application: PUMP OUT GRANT \$9500.00

Any match requirements: NONE

Mayor's approval to proceed: [Signature] 8/22/12  
Signature Date

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

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

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

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

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

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

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

FORM: AUDIT GRANT CHECKLIST - V.1

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



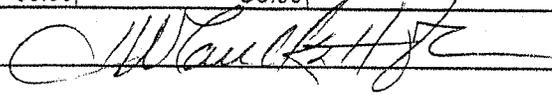
CITY OF GLOUCESTER

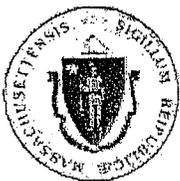
ACCOUNT BUDGET

DEPARTMENT NAME: HARBORMASTER'S OFFICE  
 ACCOUNT NAME: CLEAN VESSEL ACT  
 FUND NUMBER AND NAME: (N/A FOR NEW FUND) 291 006 02 Removal Boat Reimbursement  
 CFDA # (Required for Federal Grants): 15.616  
 DATE PREPARED: 2/20/2012

APPROVED  
 AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	AMENDED BUDGET (IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (4_____)				
	9,500			\$0.00
				\$0.00
				\$0.00
Total:	9,500 \$0.00	\$0.00	\$0.00	\$0.00
EXPENSE (5_____)				
51000	6,500			\$0.00
52000	3,000			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	9,500 \$0.00	\$0.00	\$0.00	\$0.00

DEPARTMENT HEAD SIGNATURE:   
 DATE ENTERED (AUDIT): \_\_\_\_\_ AUDITING DEPARTMENT INITIALS: \_\_\_\_\_



# *The Commonwealth of Massachusetts*

*Division of Marine Fisheries  
Clean Vessel Act Pumpout Program  
251 Causeway Street – Suite 400  
Boston, Mass 02114-2153*

## Massachusetts Clean Vessel Act Pumpout Grant Program

Dear Clean Vessel Act Subgrantee,

*Congratulations on winning a Massachusetts Clean Vessel Act Pumpout Grant!*

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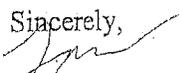
Enclosed is a contract that you must complete, sign and return as soon as possible. If you are a marina, yacht club or other private sector business, you must have a state vendor number in order to receive reimbursements for your pumpout expenses.

The contract will need to have a signature date no later than 6/30/2012 in order to have an effective start date of 7/1/2012.

I have highlighted the lines which must be completed and enclosed all the forms that are necessary to complete the application process.

Please return the **ENTIRE** signed contract to my attention at the above address ASAP. **Do not separate the contract paperwork.**

Sincerely,

  
Tom Beaulieu  
CVA Program Administrator

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Gloucester (and d/b/a): <u>HARBORMASTER</u>	<b>COMMONWEALTH DEPARTMENT NAME:</b> Dept of Fish & Game, Div of Marine Fisheries <b>MMARS Department Code:</b> FWE
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 19 HARBOR LOOP	<b>Business Mailing Address:</b> 251 Causeway St. Suite 400, Boston, Ma 02114
<b>Contract Manager:</b> JIM CAULKETT	<b>Billing Address:</b> DMF Quest Center, 1213 Purchase St. New Bedford, Ma 02740
<b>E-Mail:</b> <u>caulkett@gloucester-ma.gov</u>	<b>Contract Manager:</b> Thomas J. Beaulieu
<b>Phone:</b> 978 282 3012 Fax: 978 281 4188	<b>E-Mail:</b> <u>Beaulieu.Thomas@state.ma.us</u>
<b>Contractor Vendor Code:</b>	<b>Phone</b> 617-626-1525 <b>Fax:</b> 617-626-1509
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address Id Must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> <b>RFR/Procurement or Other ID Number:</b>
<p style="text-align: center;"><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (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)	<p style="text-align: center;"><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> 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	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> 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 new Total if Contract is being amended). \$ <u>9,500.00</u>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Provision of Services pursuant to the Clean Vessel Act.	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2013</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above; subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein; provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Carolyn A. Kirk</u> Date: <u>7/1/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carolyn A. Kirk</u> Print Title: <u>Mayor</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin Creighton</u> Print Title: <u>Chief Fiscal Officer</u>

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## 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 1099 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 Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

## CONTRACT END DATE

### COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

### COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

### PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or 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.

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

### CERTIFICATIONS AND EXECUTION

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

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

### CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 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's 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 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further 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 604. 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. 6 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq.; the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 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 SmartBid subscription process at: [www.comms-pass.com](http://www.comms-pass.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

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.**

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

ATTACHMENT A  
Segment V-12-D-1  
(18 )  
Scope of Services

Gloucester

In consideration of a Clean Vessel Act grant by the Commonwealth of Massachusetts Division of Marine Fisheries, hereinafter called the Division, in the amount of nine thousand five hundred (\$9,500.00) dollars, the City of Gloucester, hereinafter called the City, shall service the resident and transient boaters of Gloucester and environs by providing a program to collect and legally dispose of sewage from vessel holding tanks and portable toilets. In order to provide said program the city shall acquire and/or operate and maintain the following equipment:

Section 1

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

Section 2

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

Section 3

The City agrees that the use of the equipment funded under this contract and the pumpout services provided by the employees funded under this contract shall be at no cost to the boater (i.e. no per-pumpout fee). Pumpout services shall be available to the boater during reasonable business hours in the boating season. The City further agrees that the equipment funded under this contract will remain in use and be

dedicated to the purpose of providing pumpout service to the general boating public for the useful life of such equipment notwithstanding the expiration of this contract.

#### Section 4

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

#### Section 5

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

#### Section 6

The City agrees to erect a sign to be provided by the Division at each pumpout facility wherein funding is received under this grant which will acknowledge that the facility was constructed or improved with funds from the Clean Vessel Act.

#### Section 7

The City shall provide such planning, legal, accounting, and general oversight services and shall keep and maintain such fiscal and personnel records in accordance with generally accepted accounting principles so as to assure the proper administration of this contract.

- A. It shall be the sole responsibility of the City to provide insurance coverage for all equipment purchased with CVA funds.

#### Section 8

The City shall maintain a log of pumpouts performed by each pump in accordance with this contract and, in addition, keep a running account of gallons pumped by each pump.

#### Section 9

The City agrees to encourage use of the pumpout facilities by the use of signs, brochures, flags, cards, or any other practical means. Expenses related to this section are 75% reimbursable according to the terms stated in Section 8, Attachment B, but

only after written approval by the Division.

#### Section 10

This contract shall be annually renewable on July 1 at the option of the Clean Vessel Act grant administrators of the Commonwealth of Massachusetts for the duration of the Federal Clean Vessel Act Grant.

Attachment B  
BUDGET  
Segment V-12-D-1  
(18)  
Gloucester

Section 1

Payments not to exceed seventy-five percent (75%) of the cost of items in Section 1 of Attachment A shall be made by the Commonwealth upon receipt of invoices, bills of lading or other such documentation from vendors doing business with the City. The City shall hold and safely preserve the original invoice or other documentation in the City and shall sign one copy of same and send it together with a narrative describing what is being purchased to the Division of Marine Fisheries, 251 Causeway Street, Suite 400, Boston, Massachusetts 02114. The Town understands and agrees that the grant amount of nine thousand five hundred (\$9,500.00) dollars provided by this contract represents the Federal share of the total project cost and that the City shall be responsible for providing the non-Federal share of not less than 25% of the total project costs.

Section 2

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

Section 3

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

Section 4

Payments not to exceed seventy-five (75%) of the cost of personnel identified in Section 2 of Attachment A shall be made by the Commonwealth upon receipt of (1) a copy of a City payroll warrant, (2) a Daily Narrative Report provided by the Division of Marine Fisheries and signed by a supervisor having responsibility for such employees, and (3) an affidavit signed by the City's chief financial officer affirming that pumpout duties described on the time sheet were performed in accordance with this contract. The City shall be responsible for the payment of the remaining non-Federal twenty-five

(25%) percent of the cost of the personnel identified in Section 2 of Attachment A. Payments to reimburse City employees for operating pumpout equipment cannot exceed \$12 per hour, regardless of the employee's actual salary, but can be less if the employee is paid less than \$16 per hour.

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

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

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

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

#### Section 5

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

Requests for reimbursements for equipment that will be donated to the pumpout program by the City or by a collaborator shall be accompanied by an appraisal report conducted by a qualified disinterested appraiser, which shall clearly identify the equipment and the fair market value of such equipment. The City agrees that all such equipment donated to the pumpout program shall be dedicated to the pumpout program for the useful life of that equipment notwithstanding the expiration of this contract. If reimbursement is requested for items of equipment donated by collaborators the City shall also secure and forward to the Division an agreement from the collaborator attesting to his donation of such equipment and the continued dedication of such equipment for the useful life of said equipment.

Requests for reimbursement for equipment that will be loaned to the pumpout program by the City or by a collaborator for the duration of this contract shall be accompanied by a statement by a qualified disinterested appraiser, which shall clearly identify the equipment and the fair rental rate for such equipment for the period of this contract.

The City agrees that such equipment loaned to the pumpout program shall be dedicated to the pumpout program for the period of this contract. If reimbursement is requested for items of equipment loaned by collaborators the City shall also secure an agreement from the collaborator attesting to his loan of such equipment for the duration of this contract and the continued dedication of such equipment for the duration of this contract.

#### Section 6

Request for reimbursement for services provided by existing City employees shall be made by the Commonwealth upon receipt of City payroll warrants and signed time sheets covering the employees who provided such services. Other reimbursable expenditures shall include legal, construction, electrical, and plumbing services.

#### Section 7

Request by the City for reimbursement for services donated to the City by a collaborator shall be made by the Commonwealth upon receipt of documentation that identifies the methodology that was used to determine the value of the donation and stipulates that the reimbursement requested by the City does not exceed the fair market value of the donation. If any services donated to the City include the cost of personnel to utilize such equipment as is acquired under Addendum A of Attachment A, the City shall provide time sheets and collaborator payroll warrants in the same manner as provided in Section 3 of this Attachment.

#### Section 8

The Commonwealth's share of the cost of the items and services identified in Attachment A, in combination with the services in Section 5, Attachment B, shall not exceed \$ 9,500.00

#### Section 9

All invoices submitted for grant reimbursement should be sent in a timely manner. No invoice for CVA expenses incurred during the fiscal year which ends on June 30 shall be accepted for payment if it arrives at the Clean Vessel Act Grant Program offices after the following July 30<sup>th</sup>.

#### Section 10

Equipment purchased with Clean Vessel Act funds identified in Attachment A shall be used by the City for pumpout purposes and no other purpose, whether or not the pumpout program continues to be supported by grant funds. Observed/reported incidents of unauthorized use of CVA equipment shall be addressed in the following *Marine Fisheries'* management procedures:

- 1) Any observed/reported incident of unauthorized use of CVA funded vessels will be followed-up by a Marine Fisheries communication with the appropriate operator. Marine Fisheries may conduct site visits or contact area boaters for supplemental information as necessary.
- 2) In those instances where Marine Fisheries determines that an unauthorized use of a CVA funded vessel has occurred, Marine Fisheries will provide written notification to the operator of its determination with a warning that continued misuse or abuse of CVA-funded vessels and equipment may result in:
  - a) the loss of O&M and/or equipment replacement funds;
  - b) the removal of misused equipment from the facility; and/or
  - c) an assessment against the operator by the Department of Fish and Game for reimbursement of the federal contribution against the current market value of the vessel (e.g., a vessel with a current market value of \$20,000 would require the operator to reimburse the CVA Program the sum of \$15,000).
- 3) The Department of Fish and Game shall conduct an adjudicatory proceeding in accordance with the relevant provisions of G.L. c.30A and 801 CMR 1.01 prior to the assessment of any reimbursement of the federal contribution against the current market value of the vessel as provided for in paragraph 2.c. An independent marine surveyor shall be contracted by Marine Fisheries to provide all necessary and appropriate valuations.

## Section 11

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

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

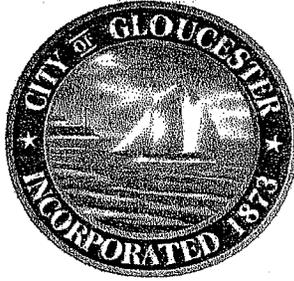
- 1) The equipment may be transferred at no cost to another CVA subgrantee (e.g., marina, yacht club, or governmental agency) if such equipment will remain in use and be dedicated to the pumpout program. The conditions for such transfer shall be stipulated by the Division and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.

- 2) If the equipment cannot be transferred to another CVA subgrantee, it must be sold at the discretion of the Division, and the City shall pay the Division the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.
- 3) In compliance with the Executive Office of Environmental Affairs' "Clean Boat Engine" policy, all boat motors purchased with CVA funding must be "clean" (i.e., 4-stroke or DFI 2-stroke) motors.

#### **ADDENDUM A**

1. Pumpout boat purchased earlier with CVA funds.





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

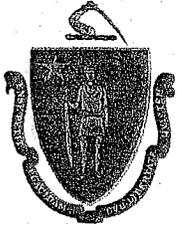
The following are documents needed by the Auditing Office for Grant account creation:

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.





THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: [www.mass.gov/mema](http://www.mass.gov/mema)

Deval L. Patrick  
Governor

Kurt N. Schwartz  
Director

Timothy P. Murray  
Lieutenant Governor

Mary Elizabeth Heffernan  
Secretary

Federal Fiscal Year (FFY) 2011  
US DHS/FEMA Emergency Management Performance Grant (EMPG)  
Application for Grant Funding (AGF)

**Overview**

Through this AGF, the Massachusetts Emergency Management Agency (MEMA) will be accepting applications from municipalities and Federally-recognized Tribes with local emergency management departments for FFY 2011 EMPG Funding.

MEMA plans to, via this grant process, make available approximately \$2.2M to eligible entities.

This document provides a brief overview of the FFY 2011 EMPG and specific guidance for entities applying for funds. The information included here does not provide complete details of the EMPG, its allowable and unallowable activities, equipment or costs. The applicant is responsible for ensuring that its proposed project fully complies with the federal and State guidance for the EMPG. Links to the federal guidelines for this program and other pertinent documents that must be consulted when preparing the application are found within this document.

MEMA will conduct five general informational sessions regarding this AGF. Attendance at these sessions is optional. The same information will be presented at each session. The sessions will be held on:

**MEMA Region III**

July 30<sup>th</sup> 2012 from 10-11 – MEMA Agawam  
1002 Suffield St Agawam

**MEMA Region III**

July 30<sup>th</sup> 2012 from 6pm-7pm – MEMA Agawam  
1002 Suffield St Agawam

**MEMA Region IV**

July 31<sup>st</sup> 2012 from 9-10 –Holden Public Safety Building  
1370 Main St Holden

**MEMA Region I**

August 2<sup>nd</sup> 2012 from 10-11 – MEMA Tewksbury  
365 East St Tewksbury

**MEMA Region II**

August 8<sup>th</sup> 2012 from 10-11 – MEMA Bridgewater  
12-I Rear Administration Rd Bridgewater

**Submission Process**

Completed applications – using the Template found on pgs 3-11 - must be received no later than 9/28/12.

Completed applications must be emailed to your respective MEMA Regional Contact (see below).

MEMA Region I: Mikael Main, [Mikael.Main@state.ma.us](mailto:Mikael.Main@state.ma.us), 978-328-1500

MEMA Region II: James Mannion, [james.a.mannion@state.ma.us](mailto:james.a.mannion@state.ma.us), 508-427-0400

MEMA Region III: Bruce Augusti, [bruce.augusti@state.ma.us](mailto:bruce.augusti@state.ma.us), 413-750-1400

MEMA Region IV: Jeff Zukowski, [jeffrey.zukowski@state.ma.us](mailto:jeffrey.zukowski@state.ma.us), 413-750-1400

**Late applications will not be accepted; hand-written applications will not be accepted.**

**Application for Grant Funding Template**

**Please use this Template. Please provide response to each section (as applicable) in the appropriate spaces below. If the proposal contains an interoperable communications component, then the entire Template must be completed.**

Applications should be based on an identified gap, and not at the prompting of a vendor that stands to benefit from the awarding of a grant.

**1. Entity submitting this Application for Grant Funding**

Community: Gloucester, Massachusetts  
Point of Contact Name: Chief Eric Smith  
Address: 6 School Street  
Gloucester, MA 01930

Office Telephone: 978-281-9760  
Fax: 978-281-9822  
24 hr Telephone: 978-281-9760  
Email Address: esmith@gloucester-ma.gov

**2. Project Period**

Estimated start date (month/date/year): 12/3/12

For planning purposes only, you may use a planned start date of 12/3/12.

Estimated end date (month/date/year): 6/30/13

**All Projects must be completed by 6/30/13.**

### **3. Project Summary**

Using the format below, please provide below a clear and comprehensive summary (1 ½ pages maximum) that includes response to the following:

- a) the proposed project;
- b) why this is needed, and how this need was identified;
- c) how funds, if awarded, will further Goals/Objectives of the DHS/FEMA National Preparedness System and National Preparedness Goal<sup>1</sup>;
- d) how funds, if awarded, will be used to help the community: better prevent terrorism; protect critical infrastructure; or enhance mitigation, response, or recovery efforts (applicants should review the National Preparedness System and National Preparedness Goal);
- e) expected outcomes; and
- f) how outcomes may be measured.

**IMPORTANT:** All costs must be allowable under the FFY 2011 EMPG grant program. Please refer to pgs 13-14 ('Allowable Costs' and 'Unallowable Costs') of this AGF for detail on what is/is not allowable.

#### **PROJECT SUMMARY (1 ½ pages maximum):**

Gloucester has established a basic, functional Emergency Operations Center which is intended to be utilized on a regional basis, and is available for use by neighboring communities of Rockport, Essex and Manchester-by-the-Sea. The Gloucester Emergency Operations Center is located in a currently unused school facility located at the Fuller School property. We intend to use a portion of this grant to make the EOC capable of being powered by the emergency generator which is already located in the building. Currently the emergency generator only powers emergency lighting and a few outlets. The generator and powerplant have been assessed by a licensed commercial electrician and he has confirmed that the generator is more than adequate to carry the additional load of the full EOC when operating.

The former school the EOC is located within does not have air conditioning and controlling the heat in this building is problematic. Because of the heating issue, the City is preparing to shut down the heat to the majority of the building by winter. In order to keep the EOC operational we intend to purchase portable air conditioning/heating units to properly cool and heat the EOC.

Our goal is to have a fully functional regional EOC available during times of emergency and during planned events. By having the entire electrical needs of the EOC permanently wired into the existing emergency generator will accommodate a portion of that need. Having the area properly climate controlled will insure that the investment that has been made in electronic equipment will not suffer from climate extremes also and ensure that the persons working within the EOC are working in an appropriate environment.

Based on historical events, we anticipate several weather events annually that necessitate the opening of the Gloucester EOC. Unfortunately, history also has shown that the power in the area will fail. With the generator wired to the EOC and proper climate control devices in place we expect that we will be able to seamlessly continue operation of the EOC despite any power interruptions and in any temperature extremes.

<sup>1</sup> Information on the National Preparedness System may be found on-line here: [http://www.fema.gov/pdf/prepared/nps\\_description.pdf](http://www.fema.gov/pdf/prepared/nps_description.pdf); the National Preparedness Goal may be found on-line here: <http://www.fema.gov/pdf/prepared/npg.pdf>. Applicants may also review MEMA's Developing FFY 2011 EMPG Applications document.

**4. Funding Amount**

Amount of EMPG funding: \$ 7,500.00

**MEMA uses a population-based funding formula to determine award amounts. Award amounts may vary from year to year based upon available funding. Please refer to FFY 2011 EMPG Funding-Appendix A for your community's proposed award amount.**

**5. Match**

Successful applicants **must** provide a 100% (dollar-for-dollar) cash or in-kind match. Please provide:

- a) the match amount (must equal the funding amount): \$7,500.00
- b) type of match (cash or in-kind): in kind
- c) specific match source (may not be federal funds): City EM stipend
- d) statement that this match is available during the above-referenced Project Period (see #2): The city of Gloucester offers a \$10,000 stipend for the Emergency Management Director that will be available during the project time period.

**Guidance on match may be found on MEMA's website here:**

<http://www.mass.gov/eopss/agencies/mema/empg-and-ccp-and-hmep-grants.html>

**6. Interoperable Communications Investment Proposal (ICIP)**

**If your Project has an interoperable communications component, please complete the following table on pgs 7-9:**

**If your Project does NOT have an interoperable communications component, you DO NOT have to complete the following table on pgs 7-9.**

**ICIP Overview**

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

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

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

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

## Interoperable Communications Investment Proposal

Please complete all sections except for the shaded areas.

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

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

**Communications Interoperability Problem Description-**

**Background Information / Detailed Investment Description-**

**Expected Outcomes-**

Describe the communications interoperability gaps that will be addressed

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

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



**9. EHP Review**

Is a formal Environmental & Historic Preservation (EHP) review required for this project?

Not Applicable

If yes, please note here reasons why.

If no, please provide a brief reason why a formal review is not required.

*A formal review is not needed for this project as there are no projects in this grant application that include Physical security enhancements, renovations/upgrades/modifications to structures or any projects with the potential to cause adverse impacts to natural, biological or cultural resources (including historic properties).*

Please refer to FEMA Informational Bulletins #271 and #329 for further detail.

If EHP review is required, MEMA will work with successful applicants to develop their 'EHP Screening Memo'. This Memo does not need to be submitted with the application.

## General Guidance for Applicants

**Applicants do not need to provide response to this section.**

### **1) Non-Supplanting**

Federal grant funds must supplement state or local initiatives and **shall not replace (or supplant)** funding appropriated from State and local governments with their Federal grant funding.

### **2) Specificity**

Specificity in your 'Project Summary'. To the extent applicable -- follow the 'Who, What, When, Where, Why, and How' approach.

*Who (specifically) is benefiting from this proposal, and who is implementing?*

*What (specifically) is being proposed? (Define the project and its scope)*

*When will the project(s) begin and end?*

*Where will any equipment be housed?*

*Why is this project important? How was this determined?*

*How will the project be implemented?*

Please note that these questions above are provided as a guide. For instance, a proposal stating "two generators will be procured" does not provide enough detail.

### **3) Budget Section: All costs must be allowable under the EMPG**

Allowable cost information may be found in the FFY 2011 EMPG grant guidance and/or Authorized Equipment List.

The FFY 2011 EMPG Guidance may be found on FEMA's website here:

<http://www.fema.gov/government/grant/empg/index11.shtm>

The Authorized Equipment List may be found on-line here:

<https://www.rkb.us/mel.cfm?subtypeid=549>

**Important: all equipment must be allowable under the EMPG; applicants should ensure that the AEL number provided is specific to the EMPG grant.**

### **4) Grammar Counts**

We are requesting concise proposals that provide adequate detail and are written clearly so the review team can provide appropriate review. Hand-written applications will not be accepted.

**5) Allowable Costs**

For further detail on allowable costs, please refer to the FFY 2011 EMPG Guidance. In general, EMPG funds may be spent in the following areas:

- Planning
- Organizational
- Equipment
- Training
- Exercises
- Construction/Renovation (**Note: this is limited to the principal EOC and will always require an EHP review prior to activity**)

**6) Unallowable Costs**

For further detail on unallowable costs, please refer to the FFY 2011 EMPG guidance. In general, EMPG funds will not support the following:

- Weapons and ammunition
- Hiring of first responders
- Supplanting

Applicants with questions may contact their respective MEMA Regional Office and/or MEMA Local Coordinator. Applicants may also contact Jeff Timperi ([Jeff.Timperi@state.ma.us](mailto:Jeff.Timperi@state.ma.us); 508.820.2019)

RECEIVED

AUG 27 2012

Mayor's Office

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

TO: James Duggan, Chief Administrative Officer

FROM: Michael B. Hale, DPW Director

RE: Simplex Grinnell Invoice

DATE: ~~April~~ 20, 2012

Aug.

As per the attached memo, I am requesting that the attached invoice be sent to the City Council for approval to pay.

Thank you for your assistance.

Council: Invoice SG

DPW/Schools  
6 School House Rd.  
Gloucester, MA 01930



TEL 978-281-9807  
FAX 978-281-1304  
jhafey@gloucester-ma.gov

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

To: Michael B. Hale, Director  
From: James M. Hafey, Facilities Manager  
Subject: Simplex Grinnell Invoice  
Date: August 23, 2012

Attached is an invoice from Simplex Grinnell. The items noted were purchased with a FY2012 purchase order in place. However, funds were not carried forward to cover this pending expense.

We respectfully request that this bill be presented to the Mayor and City Council for payment.

Council: Simplex Grinnell

D-U-N-S '09-4738007  
FED. ID 58-2608861

**SimplexGrinnell BE SAFE.**

A Tyco International Company  
District # 108  
63 Nahatan St  
NORWOOD, MA 02062-5702  
617-965-5900

Billing Questions, Contact = Annmarie Lascuola-Helmar

INVOICE NO  
67771708

INVOICE DATE  
05-11-12

PO NUMBER  
1200294

SERVICE REQUEST #  
23164176

SERVICE REQ. CREATED  
05-03-12

NATIONAL ACCOUNT NUMBER  
8808

PAYMENT TERMS  
NET 30

**Bill To:** 108-33792001  
Gloucester School Dept  
6 School House Rd  
Business Office  
GLOUCESTER MA 01930-2702

**Ship To:** 108-00503743  
Gloucester High School  
32 Leslie O Johnson Rd  
Gloucester School Dept  
GLOUCESTER MA 01930-2595

"Let us know how we are doing"  
www.simplexgrinnell.com

**Service Requested By:** Dave Miller

**Requestors Phone Number:** 804-815-1610

Description of work  
Dos 5/10/12 Task#33019150. Upon arrival one trouble on system non addressable point P68. Technician was on site to work on tampers not reporting to Fire panel. Test w/Dave Anderson all tampers test as fire alarm state to panel. Sprinkler Company could of been testing them incorrectly. Test Successful. Recommend to customer to upgrade thier Fire panel.

Thank you.

Labor	\$540.00
Material	
Other	\$140.00
Invoice Amount	\$680.00
Taxes	\$0.00
Total Invoice Amount	\$680.00
Payment Received	\$0.00

Total Amount Due **\$680.00**

**SimplexGrinnell BE SAFE.**  
A Tyco International Company

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE  
\$680.00

BILL TO Gloucester School Dept  
108-33792001  
SHIP TO Gloucester High School  
108-00503743

INVOICE NUMBER 67771708  
INVOICE DATE 05-11-12  
CUSTOMER P.O. 1200294

REMIT TO SimplexGrinnell  
Dept. CH 10320  
Palatine

IL 60055-0320 000068000167771708

**Pay by Credit Card at www.simplexgrinnell.com**

**SimplexGrinnell** BE SAFE.

A Tyco International Company

Billing Questions:  
Annmarie Lascuola-Helmar

District # 108  
63 Nahatan St  
NORWOOD, MA 02062-5702  
617-965-5900

INVOICE NO.
67771708
DATE OF INVOICE
05-11-12

**INVOICE SERVICE DETAIL**

SERVICE REQ #	TASK #	DATE OF SERVICE	ITEMIZATION OF CHARGES	PRODUCT ID	UOM	AMOUNT
23164176		03-MAY-12	FUEL SURCHARGE	FUEL SURCHARGE	1 EA	\$30.00
23164176	33019150	11-MAY-12	TRUCK CHARGE	TRUCK CHARGE	1 EA	\$110.00
			ALARM AND DETECTION REGULAR LABOR	SPTW OP RG	3 HR	\$540.00



# CITY OF GLOUCESTER

POLICE DEPARTMENT  
197 MAIN STREET  
GLOUCESTER, MA 01930

To: Jim Duggan, Chief Administrative Officer  
From: Chief Mike Lane  
Date: August 27, 2012  
Re: Request Acceptance of E911 Grant Award

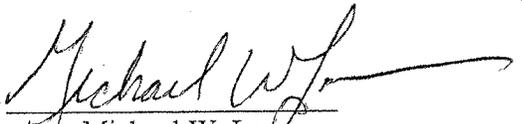
Dear Jim,

As you know, the Gloucester Police Department applies every year for the E911 Salaries and Support Incentive Grant. These funds are used to offset the costs of salaries for those officers assigned to E911 dispatch.

On August 17, 2012, I received a letter via email stating that the State Dept of E911 has approved our request and will award us grant funding in the amount of \$ 61,795.00. As in the past, there is no match requirements.

I am requesting that the City Council accept the grant as executed. I am requesting that this letter, along with a copy of the executed contract and associated paperwork, be placed in the Mayors Report for consideration by the Budget and Finance SubCommittee with the hopes that the full City Council will vote affirmatively to accept the Grant.

Please contact me or Financial Coordinator Stacie Couture if you have any questions. Thank you in advance.

  
Michael W. Lane  
Police Chief



City of Gloucester  
Grant Application and Check List

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

Name of Grant: FY 2013 State E911 Salaries/Support Incentive

Department Applying for Grant: Glou Police

Agency-Federal or State application is requested from: State Dept of E-911

Object of the application: provide funding for E911 salaries + equip

Any match requirements: None

Mayor's approval to proceed: *Chris Link* 9/5/12  
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



The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
STATE 911 DEPARTMENT  
1380 Bay Street, Building C - Taunton, MA 02780-1088  
Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585  
[www.mass.gov/e911](http://www.mass.gov/e911)



**DEVAL L. PATRICK**  
Governor

**MARY ELIZABETH HEFFERNAN**  
Secretary of Public Safety  
and Security

**TIMOTHY P. MURRAY**  
Lieutenant Governor

**FRANK POZNIAK**  
Executive Director

August 17, 2012

Chief Michael Lane  
Gloucester Police Department  
197 Main Street  
Gloucester, MA 01930

Dear Chief Lane,

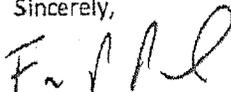
The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2013 State 911 Department Support and Incentive Grant program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **August 17, 2012** and will run through June 30, 2013. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2013.

Reimbursement requests should be submitted to the Department **within thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before May 15, 2013.

Sincerely,

  
Frank P. Pozniak  
Executive Director

cc: FY 2013 Support and Incentive Grant File

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> City of Gloucester - Police Dept. (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department MMARS Department Code: EPS
<b>Legal Address:</b> (W-3, W-4, T&C): 191 Main St. Gloucester MA 01930	<b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780
<b>Contract Manager:</b> Chief Michael W. Lane	<b>Billing Address (if different):</b>
<b>E-Mail:</b> <del>M. Lane</del> gloucester-ma-90v	<b>Contract Manager:</b> Marilyn Godfrey
<b>Phone:</b> 978-281-9775 <b>Fax:</b> 978-281-9775	<b>E-Mail:</b> 911DeptGrants@state.ma.us
<b>Contractor/Vendor Code:</b> VC6000 M2096	<b>Phone:</b> 508-821-7299 <b>Fax:</b> 508-828-2585
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> CT SUPG
<b>RFR/Procurement or Other ID Number:</b> FY2013 SUPG	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option); The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended). <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ <u>61,795.00</u>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2013 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2013</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request in support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and <u>Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Michael W. Lane</u> Date: <u>7-17-12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael W. Lane</u> Print Title: <u>Chief of Police</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Frank Pozniak</u> Date: <u>8/2/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>

Type of PSAP: (please check one)

- Primary     Regional     Regional Secondary  
 Regional Emergency Communication Center

1. Name of Applicant

City of Gloucester Police Department  
Address: 197 Main Street  
City/Town/Zip: Gloucester, MA 01930  
Telephone Number: 978-281-9775  
Fax Number: 978-282-3026  
Website:

2. Name /Title of Authorized Signatory

Chief Michael W. Lane  
Address (if different from above):  
Telephone Number:  
Fax Number:  
Email Address: mlane@gloucester-ma.gov

3. Contact Name/Title for Grant Questions

Heidi Fialho Financial Coordinator  
Telephone Number: 978-281-9775 ext.2  
Fax Number: 978-282-3026  
Email Address: hfialho@gloucester-ma.gov

4. Total Grant Program funds requested.

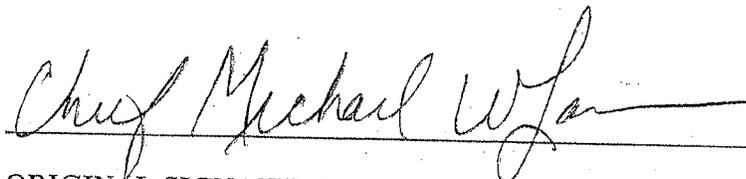
\$61,795.00

5. Goal and Desired Outcome

Through its submission of this application to the State 911 Department, the applying governmental entity affirms that the primary goal of the State 911 Department PSAP and RECC Support and Incentive Grant Program is to assist PSAPs and RECCs in providing enhanced 911 service and to foster the development of regional PSAPs, regional secondary PSAPs and RECCs.

6. Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the application packet.

Signed under the penalties of perjury this 17<sup>th</sup> day of July, 2012



7/17/12

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY  
(in blue ink)

DATE SIGNED

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECC	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$57,473.50
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$4,321.50
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$
<b>TOTAL*</b>	<b>\$ 61,795</b>

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

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

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

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

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



**B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment** – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Environmental control equipment

Description:

Vendor:

Attach Quote

Total Category B

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

**C. Computer-aided Dispatch Systems** – to defray costs associated with the purchase, installation, replacement, maintenance and/or upgrade of CAD hardware and software used by emergency communication dispatchers, call takers, and 911 operators in primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to initiate public safety calls for service and dispatch, and to maintain the status of responding resources in the field. Funds may be used for mobile devices that are linked to a CAD system. Primary PSAPs may not use funding for records management systems, whether or not part of a CAD system. Regional PSAPs and RECCs may apply for funding for records management systems.

C. Computer-aided dispatch systems

Description:

Vendor:

Attach Quote

Total Category C

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

**D. Radio Consoles** – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of radio consoles to be used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such radio consoles used in the physical space used for the provision of enhanced 911 service.

D. Radio console

Description:

Vendor:

Attach Quote

**Total Category D**

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

**E. Console Furniture and Dispatcher Chairs** – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of console furniture and dispatcher chairs necessary for enhanced 911 telecommunicators working at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to perform their jobs effectively and in an ergonomically appropriate manner. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such console furniture and dispatcher chairs, including shelving, storage cabinets, and rotary resource files, used in the physical space used for the provision of enhanced 911 service.

E. Console furniture and dispatcher chairs

Description: Concept Seating Model 3142 Executive intensive use dispatch chair

Vendor: Milton C. Walsh and Associates

Attach Quote

**Total Category E**

\$ 4,321.00 \_\_\_\_\_

**F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service** – to defray costs associated with the purchase, installation, replacement, maintenance, and/or update of fire alarm receiving and alerting equipment used at primary PSAPs, regional PSAPs, regional secondary PSAPs, or RECCs. Funding may be used to purchase, install, replace, maintain, and/or update systems used by such PSAPs to alert remote station personnel of emergency responses, including hardware and components installed within remote station locations. Funding for street or structure based cable or radio fire alarm boxes and related hardware is not permitted.

F. Fire alarm receiving and alerting equipment

Description:

Vendor:

Attach Quote

Total Category F

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

**G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911**

**Service** – to defray costs associated with the purchase, installation, replacement, and/or maintenance of other equipment used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation. Funding may be used for, but is not limited to: support technology (such as printers, headsets, and call recorders); supplies (such as disc and printer cartridges); hardware and support costs (excluding monthly recurring telephone service costs) for telephones; acoustic wall coverings; ESD-resistant flooring; lighting; and security equipment used for securing access to the PSAP to prevent entry by the public or unauthorized personnel.

G. Other equipment

Description:

Vendor:

Attach Quote

Total Category G

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

All goods and/or services must be received on or before June 30, 2013 to be eligible for reimbursement under the Fiscal Year 2013 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.

**REGIONAL PSAP & RECC ONLY  
DETAIL NARRATIVE**

Please make sure that every item listed in the above Budget Worksheet is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model and any other pertinent and available information. Please include any and all quotes to support the budget narrative. Please use additional pages if needed.

**H. Regional PSAPs and RECCs ONLY:**

**Public Safety Radio Systems** – to defray costs associated with the acquisition and maintenance of radio systems (including circuit costs for connectivity) used for police, fire, emergency medical services, and/or emergency management communications. Only Regional PSAPs and RECCs are eligible for funding in this category.

Description:

Vendor:

Attach Quote

Total Category H

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

All goods and/or services must be received on or before June 30, 2013 to be eligible for reimbursement under the Fiscal Year 2013 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grants.

City Hall  
Three Pond Road  
Gloucester, MA 01930



CITY OF GLOUCESTER  
HARBOR PLANNING

TEL 978-282-8017  
FAX 978-281-9779  
sgarcia@gloucester-ma.gov

To: Mayor Carolyn Kirk,  
Members of the City Council  
*for submission to 9/11/12 CC meeting via Mayor's Report*  
From: Sarah Garcia, Harbor Planning Director  
Re: Seaport grant funding for Harbor Planning  
Date: August 27, 2012

Dear Mayor, Councilors,

On June 21, 2012, the Seaport Advisory Council voted to award the city \$125,000 for development of a Harbor Plan and Designated Port Area Master Plan, and for assistance with the development of a project specific investment for the I4C2 parcel.

The 2009 Harbor Plan and Designated Port Area Master Plan is scheduled to expire on December 15, 2012. The first requirements to continue the provisions of the Plan are to notify the Secretary of the Executive Office of Energy and Environmental Affairs of our intent to renew the plan, and to conduct a review of the effectiveness of the Plan in promoting water-related public interest and local planning goals.<sup>1</sup>

The city did not receive any bids for the full use of 65 Rogers Street. Therefor the Mayor is considering putting out an Request for Proposal (RFP) for partial uses, as perhaps a staged development will be more achievable. A portion of this grant will be available for consultant services as needed by the city to review and facilitate responses to such an RFP.

Please vote to accept the \$125,000 grant from the Seaport Advisory Council to provide consultant support as needed during the Harbor Planning process, and to support re-use of 65 Rogers Street. There are no matching funds required for this grant.

Thank you.  
Sarah Garcia

---

<sup>1</sup> Following the process set by 301 CMR 23.00, Review and Approval of Municipal Harbor Plans, the Mayor will designate a Harbor Planning Group, consisting of a representative from the Waterways Board, the Fisheries Commission, the City Council and the Planning Board, plus an additional five members knowledgeable of the Designated Port Area.



City of Gloucester  
Grant Application and Check List

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

Name of Grant: **Harbor Planning 2013**

Department: **Community Development - Harbor**

Agency-Federal or State application is requested from: **Seaport Advisory Council**

Object of the application: **Planning Support Services**

Any match requirements: **no**

Mayor's approval to proceed:  *Carla A. Fink*   *8/29/12*   
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



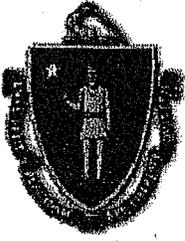
City of Gloucester  
Grant Application and Check List (Continued)

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

1. Grant Application n/a
2. Grant Award Letter/Standard Contract Approval Form attached
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor attached
5. Amended Grant Account Budget as approved by Grantor (if applicable) n/a
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.



# Commonwealth of Massachusetts

## Seaport Advisory Council

40 Center Street

Fairhaven, Massachusetts 02719

Internet: <http://www.state.ma.us/seaports>

DEVAL PATRICK  
GOVERNOR

TIMOTHY MURRAY  
LIEUTENANT GOVERNOR  
COUNCIL CHAIRMAN

LOUIS ELISA  
DIRECTOR OF PORT DEVELOPMENT  
EXECUTIVE SECRETARY

TELEPHONE  
(508) 999-3030

FASCIMILE  
(508) 999-6442

July 30, 2012

Sarah Garcia  
Harbor Planning Director  
3 Pond Road  
Gloucester, MA 01930

At the Seaport Advisory Council meeting on June 21, 2012, the Council authorized an appropriation of \$125,000 from the Environmental Bond Bill to fund the Gloucester Harbor Plan and DPA Master Plan Renewal Project. This letter is a confirmation of the Council's unanimous vote to approve funding. Funds will be made available to the City of Gloucester in fiscal year 2013. The Department of Conservation and Recreation (DCR), as the lead state agency for this project, will administer the funding. Mike Driscoll at (781) 740-1600, x107 is the point of contact for this project at DCR. I can be reached at (508) 999-3030 if you have any questions or need further assistance.

Sincerely,

Ellen Cebula  
Deputy Director

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

<b>CONTRACTOR LEGAL NAME:</b> City of Gloucester (and d/b/a): Community Development Office		<b>COMMONWEALTH DEPARTMENT NAME:</b> DCR Division of Waterways <b>MMARS Department Code:</b>	
<b>Legal Address:</b> (W-9, W-4, T&C): 3 Pond Road, Gloucester MA 01930		<b>Business Mailing Address:</b> 30 Shipyard Drive, Suite 200 Hingham MA 02043	
<b>Contract Manager:</b> Sarah Garcia AICP Director		<b>Billing Address (if different):</b>	
<b>E-Mail Address:</b> <a href="mailto:sgarcia@gloucester-ma.gov">sgarcia@gloucester-ma.gov</a>		<b>Contract Manager:</b> Michael Driscoll CE IV	
<b>Phone:</b> 978-281-9781	<b>Fax:</b> 978-281-9779	<b>E-Mail Address:</b> <a href="mailto:Michael.driscoll@state.ma.us">Michael.driscoll@state.ma.us</a>	<b>E-Mail Address 2:</b>
<b>Contractor Vendor Code:</b>		<b>Phone:</b> 781-740-1600 x107	<b>Fax:</b> 617-727-2950
<b>Payment Address Code:</b> (e.g. "AD001") AD0 _____		<b>MMARS Doc ID(s):</b>	
Is this Payment Address Code set up for EFT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach <u>EFT paperwork</u> )		<b>RFR/Procurement or Other ID Number:</b>	
<b>___ NEW CONTRACT</b>		<b>___ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> (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			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract:</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended), \$ <u>125,000.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 exemption: ___ statutory/legal or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); ___ federal grant/trust; ___ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) Project P13-2815-G11 (3889) Funding is requested for development of the required renewed Harbor Plan and DPA Master Plan, and assistance with the development of a project specific investment for the 14-C2 parcel, 65 Rogers Street, that is a key piece of the harbor development.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below subject to any required approvals) and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20___, a date <b>LATER</b> than the <u>Effective Date</u> below and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20___, a date <b>PRIOR</b> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2013</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATORY FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:</b>	
X: <u><i>Carolyn A. Kirk</i></u> Date: <u>8/29/12</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Carolyn A. Kirk</u>		Print Name: <u>Edward M. Lambert, Jr.</u>	
Print Title: <u>City of Gloucester</u>		Print Title: <u>Commissioner DCR</u>	

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Payment 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 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 the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. 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 Payment 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, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Enter "Multi-User Departmental procurement" 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. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the Settlement and Release Form. Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to G.L. c.4, §9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

## CERTIFICATIONS AND EXECUTION

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

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" which 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.

**Contractor Code of Conduct and Business Ethics.** 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. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

**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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions; including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers, in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the

awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

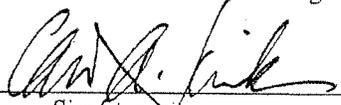
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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: 8/29/12

Title: Mayor Telephone:  
Fax: Email:

[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.

City Hall  
Three Pond Road  
Gloucester, MA 01930



CITY OF GLOUCESTER  
HARBOR PLANNING

TEL 978-282-8017  
FAX 978-281-9779  
sgarcia@gloucester-ma.gov

Project: Development of renewed Harbor Plan and DPA Master Plan  
And assistance with project specific investment for the I4C2 parcel  
Project P13-2815-G11 (3889)

Budget: \$125,000.00

Consultant Services and supporting expenses for development of Plan and investment.

CITY OF GLOUCESTER

ACCOUNT BUDGET

DEPARTMENT NAME: Community Development

ACCOUNT NAME: FY13 Harbor Planning Services

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

CFDA # (Required for Federal Grants): Project P13-2815-G11 (3889)

DATE PREPARED: 8/24/2012

APPROVED  
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (46800 )				
46800				\$125,000.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$125,000.00
EXPENSE				
5200				\$0.00
5700				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$125,000.00

DEPARTMENT SIGNATURE *Paul Gasci*

DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_

City Hall  
Three Pond Road  
Gloucester, MA 01930



CITY OF GLOUCESTER  
HARBOR PLANNING

TEL 978-282-8017  
FAX 978-281-9779  
sgarcia@gloucester-ma.gov

To: Mayor Carolyn Kirk,  
Members of the City Council  
*for submission to 9/11/12 CC meeting via Mayor's Report*  
From: Sarah Garcia, Harbor Planning Director  
Re: Seaport grant funding for floats  
Date: August 24, 2012

Dear Mayor, Councilors,

On April 1, 2008, the Seaport Advisory Council voted to award the city \$250,000 for floating, temporary dockage that could be easily moved about the harbor as needed to assist the Harbor master's Office and waterfront property owners with public access during port visits of vessels and different marine events throughout the season.

Although the SAC approved the project, the monies have not yet been available under the Seaport spending cap. Currently the Gloucester High School Sailing Program uses floats anchored off the State Fish Pier that have deteriorated. The Seaport Advisory Council has been able to make available \$50,000 of the \$250,000 award in 2013 funding for the replacement of the Sail GHS floats.

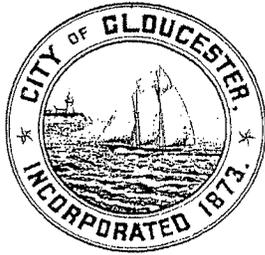
I write this letter to ask that the City Council vote to accept \$50,000 of the Seaport Advisory Council grant for the replacement of the GHS floats.

Both myself, Patti Page, the coordinator of Sail GHS, and our Harbormaster Jim Caulkett are available to provide further information or to answer any questions you may have.

Best regards,

Sarah Garcia

Cc: Patti Page, Sail GHS  
Jim Caulkett, Harbormaster  
Anthony Gross, Chairman, Waterways Board



City of Gloucester  
Grant Application and Check List

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

Name of Grant: **SAC Floating Docks**

Department: **Community Development - Harbor**

Agency-Federal or State application is requested from: **Seaport Advisory Council**

Object of the application: Floating docks

Any match requirements: 20%

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

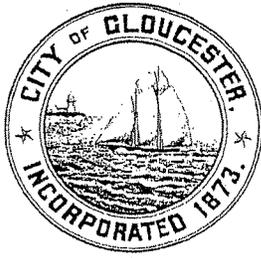
Auditor's distribution to managing department: \_\_\_\_\_

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  
Grant Application and Check List (Continued)

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

1. Grant Application n/a
2. Grant Award Letter/Standard Contract Approval Form attached
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor attached
5. Amended Grant Account Budget as approved by Grantor (if applicable) n/a
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: Community Development

ACCOUNT NAME: FY13 Floating Docks

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

CFDA # (Required for Federal Grants): Project P13-2815-G10 (3888)

DATE PREPARED: 8/24/2012

APPROVED  
AMENDED BUDGET

OBJECT	ORIGINAL BUDGET	(IF APPLICABLE)	AMENDED REQUEST	REVISED BUDGET
REVENUE (46800)				
46800				\$50,000.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$50,000.00
EXPENSE				
5200				\$0.00
5700				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$50,000.00

DEPARTMENT SIGNATURE \_\_\_\_\_

DATE ENTERED (AUDIT) \_\_\_\_\_ AUDITING DEPARTMENT INITIALS \_\_\_\_\_



August 2, 2012

Sarah Garcia, CD Director  
City of Gloucester  
3 Pond Road  
Gloucester, MA 01930

RE: Project P13-2815-G10 (3888) Project P13-2815-G10 (3888) Phase I Floating Docks Implementation for utilization in Gloucester Harbor.

Dear Ms. Garcia:

Enclosed please find the contract documents for the above referenced scope of work for the project. Please review this information carefully and closely and complete the shaded sections as well as filling out the Contractor Authorized Signature Listing form. Upon completion and affixing of the authorized signature, please resubmit these agreement documents with original signatures to this office. We will process the agreement and send you a copy of the fully executed agreement when finalized.

The Seaport Council has voted \$50,000 to Phase I of the project. Please submit a budget page for Phase I of the project.

Once the agreement has been executed, the City of Gloucester may request the \$50,000.00 up front in FY13. The request must include a funding request form and necessary documentation.

Please be advised that the enclosed Quarterly Report Forms are to be completed and submitted within fifteen (15) days after the close of the quarter. The final report shall include a copy of the canceled checks used for payment throughout this project.

Attached you will find the Rivers and Harbors Program Requirements to be signed and returned to this office with the signed contract. This information was compiled to identify the minimum requirements for the compliance with the grant as established with the Office of the State Comptroller and DCR policies. **If these requirements are not complied with, the Grant Compliance Officer may not be allowed to issue future funds until compliance has been made.**

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation  
251 Causeway Street, Suite 600  
Boston MA 02114-2119  
617-626-1250, 617-626-1351 Fax  
www.mass.gov/dcr



Deval L. Patrick  
Governor

Timothy P. Murray  
Lt. Governor

Richard K. Sullivan, Jr., Secretary  
Executive Office of Energy & Environmental Affairs

Edward M. Lambert Jr., Commissioner  
Department of Conservation & Recreation

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> City of Gloucester (and d/b/a): Community Development Office		<b>COMMONWEALTH DEPARTMENT NAME:</b> DCR Division of Waterways MMARS Department Code:	
<b>Legal Address:</b> (W-9, W-4, T&C): 3 Pond Road, Gloucester MA 01930		<b>Business Mailing Address:</b> 30 Shipyard Drive, Suite 200 Hingham MA 02043	
<b>Contract Manager:</b> Sarah Garcia AICP Director		<b>Billing Address (if different):</b>	
<b>E-Mail Address:</b> sgarcia@gloucester-ma.gov		<b>Contract Manager:</b> Michael Driscoll CE IV	
<b>Phone:</b> 978-281-9781	<b>Fax:</b> 978-281-9779	<b>E-Mail Address:</b> Michael.driscoll@state.ma.us	<b>E-Mail Address 2:</b>
<b>Contractor Vendor Code:</b>		<b>Phone:</b> 781-740-1600 x107	<b>Fax:</b> 617-727-2950
<b>Payment Address Code:</b> (e.g. "AD001") AD0 _____		<b>MMARS Doc ID(s):</b>	
Is this Payment Address Code set up for EFT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. (If "No" the Contractor must attach <u>EFT paperwork</u> )		<b>RFR/Procurement or Other ID Number:</b>	
<b>___ NEW CONTRACT</b>		<b>___ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ___ <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) ___ <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____ Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) ___ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total If Contract is being amended). \$ <u>50,000.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <u>accelerated</u> 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 exemption: ___ statutory/legal or Ready Payments ( <u>G.L.c. 29, § 23A</u> ); ___ federal grant/trust; ___ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) Project P13-2815-G10 (3888) Phase I Floating Docks Implementation for Utilization in Gloucester Harbor.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below subject to any required approvals) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2013</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATORY FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>8/29/12</u> (Signature and Date Must Be Handwritten At Time of Signature)		<b>AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Carolyn A. Kirck</u>		Print Name: <u>Edward M. Lambert, Jr.</u>	
Print Title: <u>City of Gloucester</u>		Print Title: <u>Commissioner DCR</u>	

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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.

### PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Payment Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L.c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will 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 the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. 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 Payment 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, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Enter "Multi-User Departmental procurement" 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. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

### ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the Settlement and Release Form. Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to G.L.c.4, §.9.

### CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L.c.4, §.9.

### CERTIFICATIONS AND EXECUTION

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

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

### CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" which 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.

**Contractor Code of Conduct and Business Ethics.** 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. The Contractor certifies that a Code of Conduct and Business Ethics will be available for review upon request within 60 days of the Effective Date of this Contract which will be provided to all employees and subcontractors involved in contract performance.

**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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A).** Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30 s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the

awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 68A, 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. 68A.

**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 OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

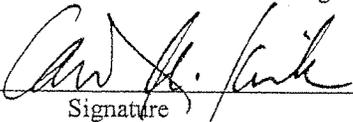
**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.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

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: 8/29/12

Title: Mayor Telephone:

Fax: Email:

[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.

City Hall  
Three Pond Road  
Gloucester, MA 01930



TEL 978-282-8017  
FAX 978-281-9779  
sgarcia@gloucester-ma.gov

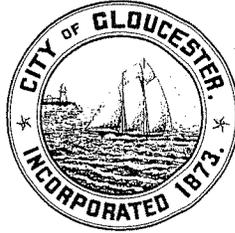
CITY OF GLOUCESTER  
HARBOR PLANNING

Project: Development of renewed Harbor Plan and DPA Master Plan  
And assistance with project specific investment for the I4C2 parcel  
Project P13-2815-G10 (3888)

Budget: \$ 50,000.00

Construction and installation of floating docks off the State Fish Pier in the Inner Harbor.

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



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

CITY OF GLOUCESTER  
OFFICE OF THE MAYOR

TO: City Council  
FROM: Carolyn A. Kirk, Mayor  
DATE: September 11, 2012  
RE: Addendum to Mayor's Report for the September 11, 2012 City Council Meeting

12 SEP 11 PM 3:31  
CITY CLERK  
GLOUCESTER, MA

Councilors:

Pursuant to the results of the vote by the residents of the City of Gloucester on November 4, 2008, as to the question: "Shall the City of Gloucester accept sections 3 to 7 inclusive of Chapter 44B of the General Laws, as approved by its legislative body", I am pleased to submit the appointment of Leonard Campanello, currently the Assistant Chief of Police in Saugus, Massachusetts, as Chief of the Gloucester Police Department. Lt. Campanello has been selected after a comprehensive search for a new Police Chief to lead the department.

Please join me in thanking the Search Committee for their diligence in the search and for bringing the best candidates forward. Each finalist brought different strengths, and Leonard Campanello's education, experience and overall performance in the comprehensive and objective assessment center were the determining factors in the final selection.

During his tenure as Assistant Chief, Lt. Campanello has been responsible for all internal police matters and has oversight over the day to day operations of the department, including all major criminal investigations.

Lt. Campanello brings a wealth of experience and a distinguished record of service to Gloucester, and I look forward to the City and the Police Department warmly welcoming him to our City.

Included as **Enclosure 1** is a copy of Mr. Campanello's resume. The negotiated contract is being finalized and will be submitted within the next 48 hours. Councilor Sefatia Romeo Theken, Chair of the Ordinance and Administration subcommittee, and Councilor Paul McGeary, Chair of the Budget and Finance subcommittee, will place the matter on the next agenda for the O&A and B&F meetings, and the contract will be sent to City Council well in advance of the B&F and O&A meetings.

*Please refer this matter to the **Budget and Finance** and **Ordinance and Administration** and subcommittee for review and approval.*

# **ENCLOSURE 1**

# Leonard Campanello

---

## EDUCATION

**BOSTON UNIVERSITY, Boston, MA - 2005**  
Master of Science Degree - Criminal Justice  
GPA: 3.93

**NORTHEASTERN UNIVERSITY, Boston, MA - 1995**  
Bachelor of Science - Criminal Justice  
Summa Cum Laude Graduate - Highest Honors  
GPA: 3.89

**MASSACHUSETTS CRIMINAL JUSTICE TRAINING COUNCIL, Needham, MA - 1990**  
Graduate of Registry of Motor Vehicles Police Academy

## EXPERIENCE

**SAUGUS POLICE DEPARTMENT – 1990 to present**  
Saugus, MA

Assistant Chief of Police (08/2009-present)

Solely responsible for all internal personnel matters. Oversee all day to day operations of department. Responsible for all media relations including departmental press conferences and statements. Direct collaboration in policy making, budget preparation and implementation, and risk management assessment and solutions. Development and implementation of Neighborhood Watch Program, Civilian Police Academy Program, College Intern Program, and Saugus PD Safe Watch Program. Departmental Control Officer. Management of all grants received by department. Acting Chief of Police in all Police Chief absences.

Detective Lieutenant/Chief of Detectives (08/2008-08/2009)

Commanding Officer of Bureau of Criminal Investigation, Drug Enforcement Unit and K-9 Division. Responsible for the direction and coordination of all major criminal investigations, undercover and plainclothes operations, and K-9 deployments. Responsible for budget preparation and allocation for respective units. Create policy and procedure as necessary. Schedule and oversee training within divisions. Liaison between Chief of Police and Patrol Division, Internal Affairs and Town Officials. Coordinator of Operations Manager. Public Relations with various media outlets as needed.

Sergeant, Patrol Supervisor (02/2001-04/2001) (02/2007-08/2008)

Responsible for the divisional first line supervision of patrol officers. Role included scheduling, command decision-making, disciplinary action when needed, and handling of complaints.

Instructor, Massachusetts Criminal Justice Training Council (02/2003)

In service police trainer in the area of Drug Recognition for the MCJTC Reading Police Academy

Detective Sergeant (04/2001-02/2007)

Sergeant-in-charge of Bureau of Criminal Investigation (Detective division) and of Drug Enforcement Unit. Duties include assigning and monitoring investigations, and reporting progress to Lieutenant Detective. Established well-respected working relationships with Federal, State and Local law enforcement agencies and prosecution and parole teams in order to streamline investigations. Co-developed advanced communication system between agencies to ensure vital information is shared in a timelier manner.

Detective, Drug Enforcement Unit (03/1999-02/2001)

Handpicked for implementation of new Drug Unit created in 1999. Duties include drug-related investigations, intelligence gathering, search warrant executions, multi-agency cooperative efforts, community awareness programs, and police instruction. Authored 16-page statistical report presented to Massachusetts House of Representatives Ways and Means Committee. This report was instrumental in obtaining state grant for continuation of Drug Unit. Developed Drug Awareness and Recognition Program for schools and other law enforcement agencies. Developed Designer Drug training module presented to law enforcement agencies in area.

Director, Civilian Police Academy (04/1998- 03/2009)

Implemented ten-week program designed to improve and foster community relations between the Police Department and Saugus residents by presenting a series of classes to familiarize residents with their Police Department. Co-developed entire curriculum of this highly successful program. Invited to present curriculum and acting as consultant to area police departments who wish to start a similar program.

Certified Massachusetts Crime Prevention Officer (09/1997-present)

This community policing related field requires instructing the public and retail community on a variety of subjects from neighborhood watch and residential security to shoplifting investigations. Speaker to a variety of retail organizations on employee misconduct, larceny and security issues.

Patrol Officer/Motorcycle Officer (06/1990-03/1999)

Service to the community in an order-maintenance position.

## **SPECIALIZED TRAINING/CERTIFICATIONS**

- Public Records Law Training – February 2012
- Internal Affairs Training – April 2011
- Designated Infectious Disease Control Officer Certification – May 2010
- Media Relations Training – June 2010
- Missing and Exploited Children Chief Executive Officer Seminar – June 2009
- ICS 100,200,300 Certification – September 2007
- FEMA IS-00200 – Local Government Incident Response – June 2006
- FEMA IS-700 Homeland Security Preparedness – May 2005
- Incident Response to Terrorist Bomb Threats – June 2004
- State and Local Anti-Terrorism Training, NESPIN - March 2002
- Crime Scene Investigation School, FBI - June 2001
- Responding to Missing and Abducted Children Training, NCMEC - March 2001
- DEA Narcotics Investigation Certification - February 2001
- Internet Safety for Children Conference, Greater Boston Police Council - January 2001
- Sexual Exploitation of Children Training, NCMEC - October 2000
- Attorney General's Office Search and Seizure School - February 2000
- Drug Enforcement Agency Advanced Narcotics Training - October 1999
- University of N. Florida Citizens Police Academy School - February 1999
- FBI Interview and Interrogation School - January 1999
- MCJTC Instructor Development Program - February 1998
- Crime Prevention Officers School - September 1997
- Emergency 911 Certification - January 1996
- Police Motorcycle Operator Certification - August 1994

## RECOGNITIONS/ACTIVITIES

- Finalist – Town of Topsfield Police Chief Position in February 2007
- International Narcotic Enforcement Officers Association President's Award for Outstanding Achievement in the Area of Narcotic Investigations
- Departmental Citation for over 100 drug related arrests in one year
- Numerous letters of commendation
- Past Saugus Police Superior Officers Association Treasurer
- Past Saugus Police Relief Association Secretary
- Massachusetts Crime Prevention Officers Association Member
- Massachusetts Police Association Member
- High Technology Crime Investigation Association Member
- Midwest Gang Investigators Association Member
- International Narcotic Enforcement Officers Association Member
- National Institute of Justice On-Line Member
- National Criminal Justice Research Center Member

## SPECIALIZED SKILLS

- Departmental instructor
- Frequent speaker at civic, law enforcement and military venues
- Board of Probation Clearance
- Criminal Offender Records Information (CORI) Clearance
- New England State Police Information System (NESPIN) Clearance
- Drug Enforcement Agency Deputization
- Essex County Deputy Sheriff

## PERSONAL

- Proven leadership ability
  - Able to work with and manage diverse groups
  - Graduate of the top Criminal Justice programs in the nation
  - Effective and adaptable Public Speaker and Instructor
  - Excellent organizational and motivational skills
  - Dedicated, hard-working, and highly motivated
-

CITY CLERK  
GLOUCESTER, MA

CITY CLERK  
GLOUCESTER, MA

POLICE CHIEF EMPLOYMENT CONTRACT BY AND BETWEEN THE CITY OF  
12 SEP 12 11 25 AM 12 PM 2: 13  
GLOUCESTER AND LEONARD CAMPANELLO

Agreement made this 30<sup>th</sup> day of September , 2012, by and between the City of Gloucester, (hereinafter the "City/") and Leonard Campanello of Ipswich, Massachusetts (hereinafter the "Chief" or "Chief of Police").

WHEREAS, the City is desirous of securing the services of the Chief in the administration of the Police Department; and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police according to the job description and the terms and conditions of this Contract; and shall furnish the Mayor with evidence of professional training accomplishments and maintain such qualifications as may be required by the Commonwealth of Massachusetts and/or Mayor to hold the position of Chief.

NOW, THEREFORE, the City and the Chief hereby agree, subject to confirmation by the City Council, that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said Chief shall be entitled as Chief of Police.

1. DUTIES

Under the direction of the Mayor, the administrative control of the Police Department for the City shall be the responsibility of the Chief.

The Chief's duties shall include and be carried out in consultation with and consistent with the lawful direction of the Mayor, but not be limited to the following:

- A. Supervision of the daily operation of the Police Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Police Department budget.
- C. Management of the department within the established budget.
- D. Submission of reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the administration, the city council and the Police Department.

E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.

F. Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.

G. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.

H. Being in charge of all special, auxiliary and/or reserve police officers, if any.

I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.

J. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.

K. Being available for hearings before any board or commission of the City at which the Police Department is required to appear and before the City Council when necessary.

L. Being responsible for planning, organizing, directing, staffing and coordinating police operations, including so-called "paid details", mutual aid, regional task force or similar enforcement efforts, and coordination with the State Police where the Chief deems it appropriate.

M. Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

N. Representing the City in a professional and ethical manner and informing the Mayor of all policies and plans of the department.

O. And any such additional duties consistent as the Mayor from time to time may legally assign the Chief.

## 2. HOURS OF WORK

A. The Chief agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of Chief of

Police under this Contract. The Chief shall account for all hours worked consistent with the payroll procedures as determined by the policy of the City.

B. It is recognized that the Chief must devote a great deal of time outside the normal office hours to the business of the city, and to that end, the Chief shall be allowed to take compensatory time off. With the approval of the Mayor, he may schedule compensatory time off for the hours cumulated and reflected in the payroll records of the City. The Chief shall account for all compensatory time taken.

C. The City reserves the right to pay the Chief for any accrued compensatory time.

### 3. INDEMNIFICATION

The City agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.

### 4. INSURANCE

#### A. Professional Liability

The City agrees to furnish at its expense professional liability insurance for the Chief with liability limits of no less than One Million (\$1,000,000.00) Dollars.

#### B. Health and Life Insurance

The Chief shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible.

#### C. Injured on Duty

As a sworn police officer, the Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

5. AUTOMOBILE

The City shall provide a vehicle for the use by the Chief. The vehicle shall be maintained through the City's vehicle maintenance program. In acknowledgement that the Chief is on call at all times in the event of an emergency, the vehicle may be used by the Chief at all times, including vacation, except for periods during which the Chief would not be reasonably expected to respond to an incident.

6. COMPENSATION

The city agrees as follows:

- A. To pay the Chief an annual salary of \$118,736.72 payable bi-weekly in accordance with the M-12 step 11 classification on the City's salary classification scale.
- B. The Police Chief's salary may be adjusted annually in accordance with the parameters specified for any merit pay increase or cost of living increase applicable for other City Managers/Department Heads.
- C. The Chief shall receive at least the same number of sick days, vacation days, personal days, bereavement days, holiday pay, longevity pay, uniform and cleaning allowance, health and life insurance, and all other benefits as do all Department Heads of the City.
- 9/12/12*  
*AK*
- © 9/12/12*  
D. The City agrees that it shall not at any time during the term of this Contract reduce the salary, compensation, or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the City.

7. BENEFITS

The City agrees that the Chief shall receive any and all benefits generally available to full-time, non-union employees under the same terms and conditions unless specifically modified under the terms of this Agreement

- a. Sick leave shall leave accrue one and a half days per month, for an annual total of twelve (18) days. Upon termination of this contract by mutual agreement, without the Chief having exhausted accumulated sick leave, the Chief shall be paid sixty-five (\$65) Dollars per day for each day of unused accumulated sick leave up to 54 days.
- b. Personal Days - three days of sick time accrued may be used as personal days each calendar year.
- c. Funeral Leave shall be consistent with those described in the GMAA contract

B. Consistent with current practice for Police Chief, the following benefits applicable to the Gloucester Superior Officers Association shall be provided in accordance with the same terms:

- a. Clothing and Uniform Cleaning Allowance shall be consistent with the Gloucester Superiors Officers Association.
- b. Holiday Pay shall be consistent with the Gloucester Superior Officers Holiday Pay benefits.
- c. The Chief will be shall be entitled to twenty eight days of paid vacation leave. Vacation days shall accrue on January 1 of each year. Vacation leave shall be taken at such times as is compatible with the work schedule of the Chief and the business needs of the City. At least 24-hours notice

must be given to the Mayor prior to taking a vacation day. The Chief may carry 20 days forward from one year to the following year.

C. Additional Fringe Benefits

- a. Understanding that it is necessary for the Chief to be available for telephone access at all times and therefore the City shall issue and pay for a cellular telephone for the Chief's use.
- b. The City shall provide the Chief with an initial uniform stipend for one dress uniform, a regular uniform and one winter coat.
- c. The City shall issue a lap top computer to the Chief for his professional use.

8. PROFESSIONAL DEVELOPMENT

Subject to available funding, with prior approval of the Mayor, which will not be reasonably withheld, the Chief may attend conferences, continuing education courses, and training and other professional development courses with expenses to be paid by the City.

9. DUES AND SUBSCRIPTIONS

Subject to funding, the City agrees to budget and to pay for the professional dues and subscriptions of the Chief for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the City, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Chief of Police Association, and the applicable regional police chiefs association(s).

10. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his/her employment, the City/ shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death, including, but not limited to, payment for any unused leave days.

11. LENGTH OF CONTRACT

- A. The term of this employment agreement shall be three (3) years, commencing on September 30, 2012 through September 30, 2015, however, this contract may be extended as provided by its terms.
- B. In the event that the Mayor wishes to extend or renew the agreement for an additional term, the Mayor shall on or before June 30, 2014, notify the Police Chief, in writing, as to whether or not she wishes to commence negotiations for a successor agreement. Failure of the Mayor to give such notice shall be considered the same as notice by the Mayor that she does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2015, and as of such date the Police Chief's employment shall terminate.
- C. In the event both the Police Chief and the Mayor give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by April 30, 2015.
- D. Notwithstanding anything contained herein to the contrary, this three year agreement will automatically terminate on September 30, 2015 and the Police Chief's employment shall terminate at such time unless otherwise agreed upon in writing by the parties herein.

- E. If the decision is to renew, then either the Chief or the Mayor may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.
- F. If the Chief desires to terminate this agreement before the end of the term of service shall have expired, the Chief may do so by giving the Mayor ninety days notice of such intention.

12. TERMINATION

- A. This employment agreement may be terminated by written notice from the City before the expiration of the three year term as follows:
  - a. Incapacity (inability to perform duties due to physical or mental impairment) of the Police Chief to perform his duties for a continuous period of over ninety(90) calendar days (subject to compliance with the Family and Medical Leave Act, the Americans with Disabilities Act and the corresponding or other provisions of the Massachusetts Anti-Discrimination law GL c. 151B); or as determined by medical documentation pursuant to the provisions of Sec. 5-4, Appendix C in the Gloucester Code of Ordinances; or
  - b. Material breach by the Police Chief of any provisions of this employment agreement; or
  - c. For just cause as determined by the Mayor, after due process including notice, hearing at which the Chief may be represented by counsel, and the ability of the Chief to present and cross-examine witnesses.
  - d. In the event of the suspension or discharge of the Chief of Police, if the committee of arbitrators or a court shall reverse or modify a suspension or discharge, the Chief of Police shall be entitled to back pay, benefits limited to the duration of this agreement.

- B. The Police Chief may terminate this employment agreement by giving ninety days prior written notice to the Mayor, and upon such termination all rights and obligations under this employment agreement shall cease, including any rights to the severance pay as set forth in section 3 of this agreement.
  
- C. The City may terminate this employment agreement by giving one (1) month prior written notice to the Police Chief, however, if the Police Chief is terminated for any reason other than for material breach of this agreement, just cause or incapacity, prior to June 30, 2015, then the City shall pay the Police Chief severance pay in an amount equal to the lesser of either; the amount equivalent to one year annual base salary or the amount that he would have received for the remainder of the agreement. The City shall pay the severance benefit to Chief in a lump sum within thirty days of the effective date of termination.

13. DISCIPLINE OR DISCHARGE

The Mayor may suspend and/or discharge the Chief under the terms and conditions of this agreement and in accordance with Massachusetts General Laws and the City of Gloucester Code of Ordinances. Any dismissal shall terminate this agreement, unless it has been reversed or modified on appeal.

14. DISPUTES ARISING OUT OF THIS AGREEMENT

For any dispute arising out of this agreement, including any appeal, regarding termination for just cause or material breach of the terms of employment, the parties agree to submit the dispute to mediation. The parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the "AAA") to appoint a mediator. In the event that the dispute is not resolved through mediation, the parties agree to submit the dispute to final binding arbitration to the American Arbitration Association.

15. MODIFICATION

No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

16. LAW GOVERNING

This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

17. SEVERABILITY OF PROVISIONS

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE CITY

By its Mayor



Carolyn A. Kirk

9/12/12

Date

THE CHIEF OF POLICE

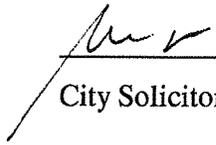


Leonard Campanello

9/12/12

Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Solicitor

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-282-4113  
jtowne@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE CHIEF FINANCE OFFICER**

MEMORANDUM

To: Mayor Kirk

From: Jeffrey C. Towne, City CFO/Treasurer/Collector 

Date: August 30, 2012

Re: Payment of prior year invoice with current year funds

---

Attached please find a bill from the Town of Rockport that was not sent to us in the previous year (FY2011). The Town of Rockport realized that it did not invoice us in FY11 and has subsequently sent us an invoice for a PILOT (payment in lieu of taxes) payment. The Department of Public Works pays this PILOT each year when invoiced.

Please forward this request to City Council for referral to the Budget and Finance Committee. Thank you.



Town of Rockport  
PO Box 150  
34 Broadway  
Rockport, MA 01966

# IN LIEU OF TAXES

Bill To:

Treasurer/Collector  
City of Gloucester  
9 Dale Avenue  
Gloucester, MA 01930

Date: 3/15/2011  
Invoice # BOS-11-LIEU  
Treasurer/Collector  
at 978-686-2248

Leased Property Description  
In lieu of Taxes (MGL Chapter 59 Section 5D-E)

Rate Amount  
\$5,582.96 \$5,582.96

Total

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

**Bill to address:**

Treasurer/Collector  
City of Gloucester  
9 Dale Avenue  
Gloucester, MA 01930

**Please make checks payable to:**

Town of Rockport  
PO Box 150  
34 Broadway  
Rockport, MA 01966

### REMITTANCE

Date 3/15/2011

Invoice # BOS-11-LIEU

Total Balance Due: \$5,582.96

AMT ENCLOSED

Due Date 4/1/2011

**Office Hours:**

Mon, Wed, Thur..... 8:00 am - 4:00 pm  
Tues..... 8:00 am - 6:00 pm  
Fri..... 8:00 am - 1:00 pm

Lockbox: At rear door for after hour payments

A/C 01-040-0418-0410-00-00

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-282-4113  
jtowne@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE CHIEF FINANCE OFFICER**

MEMORANDUM

To: Mayor Kirk  
From: Jeffrey C. Towne, City CFO/Treasurer/Collector   
Date: August 30, 2012  
Re: Supplemental Appropriation Requests

---

Attached please find three supplemental budgetary appropriation requests for FY13. One supplemental appropriation is necessary to balance the FY13 General Fund budget by transferring \$616,075 from the Stabilization Fund to the General Fund as was discussed during the FY13 budget hearings and subsequently approved by the City Council as an estimated revenue source for the General Fund.

The other two supplemental appropriation requests represent the transfer of \$125,000 from both the water and sewer funds for a total of \$250,000 going to the General Fund for "indirect costs". The funds are to pay for support services of various City staff that are paid out of the general fund but provide services to the water and sewer enterprise funds.

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2013**

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

APPROPRIATION # 2013-SA- 1 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ CFO \_\_\_\_\_

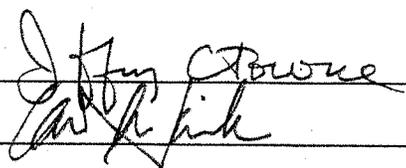
APPROPRIATION AMOUNT: \$ 616,075.00

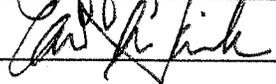
Account to appropriate from:	<i>Unfund Account #</i>	<u>840000.10.000.35900.0000.00.000.00.000</u>
	<i>Account Description</i>	<u>Stabilization Fund - Fund Balance</u>
Balance Before Appropriation	\$	<u>2,744,749.25</u>
Balance After Appropriation	\$	<u>2,128,674.25</u>

Account Receiving Appropriation:	<i>Unfund Account #</i>	<u>101000.10.995.49700.0000.00.000.00.040</u>
	<i>Account Description</i>	<u>Transfers In - Stabilization Fund</u>
Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>616,075.00</u>

DETAILED ANALYSIS OF NEED(S): Funds were identified to balance the FY13 budget. This  
appropriation was necessary to be made after July 1, 2012.

**APPROVALS:**

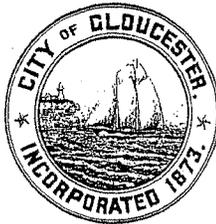
DEPT. HEAD:  DATE: 8/30/12

ADMINISTRATION:  DATE: 9/5/12

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

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

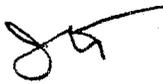
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**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2013**

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

APPROPRIATION # 2013-SA- 2 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ CFO \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 125,000.00

Account to appropriate from: *Unifund Account #* 610000.10.991.59600.0000.00.000.00.059  
*Account Description* Water Fund - Transfer to General Fund

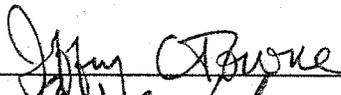
Balance Before Appropriation	\$	<u>125,000.00</u>
Balance After Appropriation	\$	<u>-</u>

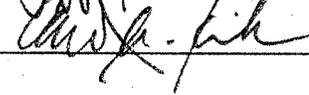
Account Receiving Appropriation: *Unifund Account #* 101000.10.996.49700.0000.00.000.00.040  
*Account Description* Transfers In - Enterprise Funds

Balance Before Appropriation	\$	<u>-</u>
Balance After Appropriation	\$	<u>125,000.00</u>

DETAILED ANALYSIS OF NEED(S): To transfer funds from Water Fund to General Fund to pay for support services from general fund staff.

**APPROVALS:**

DEPT. HEAD:  DATE: 8/30/12

ADMINISTRATION:  DATE: 9/5/12

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

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

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**CITY OF GLOUCESTER**  
**OFFICE OF THE CHIEF FINANCE OFFICER**

MEMORANDUM

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From: Jeffrey C. Towne, City CFO/Treasurer/Collector   
Date: August 30, 2012  
Re: Supplemental Appropriation Requests

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**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2013**

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

APPROPRIATION # 2013-SA- 3 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ CFO \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 125,000.00

Account to appropriate from:

Unifund Account # 600000.10.991.59600.0000.00.000.00.059

Account Description Sewer Fund - Transfer to General Fund

Balance Before Appropriation \$ 125,000.00

Balance After Appropriation \$ -

Account Receiving Appropriation:

Unifund Account # 101000.10.996.49700.0000.00.000.00.040

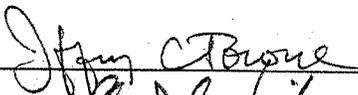
Account Description Transfers In - Enterprise Funds

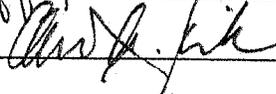
Balance Before Appropriation \$ 125,000.00

Balance After Appropriation \$ 250,000.00

DETAILED ANALYSIS OF NEED(S): To transfer funds from Sewer Fund to General Fund to pay for support services from general fund staff.

**APPROVALS:**

DEPT. HEAD:  DATE: 8/30/12

ADMINISTRATION:  DATE: 9/5/12

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

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