

# City of Gardner, *Executive Department*

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Mark Hawke, Mayor



Frank Pozniak  
Executive Director  
State 911 Department  
1380 Bay Street, Building C  
Taunton, MA 02780

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February 28, 2014

Dear Executive Director Pozniak,

I am the Mayor of the City of Gardner.

I am sending you this letter in my official capacity and in such capacity I attest to the fact that Gardner has agreed to participate with the Town of Athol as a partner in studying the feasibility of forming a regional PSAP and further proceed to a RECC as set forth in the application for State 911 Department Development Grant funding submitted by the City of Gardner. I further attest to the fact that I have full authority to commit the participation of my City in this regional project and that I have communicated to the Chief of Police of Gardner that I am sending this letter attesting that Gardner is participating in this regional project.

If you have any questions or concerns, please feel free to contact me at 978-630-1490.

Sincerely,

Mark P. Hawke,  
Mayor, City of Gardner



## TOWN OF ATHOL

### *Selectmen*

Stephen R. Raymond  
Lee E. Chauvette  
Anthony A. Brighenti  
Phillip D. King  
Susannah M. Lee

584 Main Street  
Athol, MA 01331  
Telephone 978-249-2368 \* Fax 978-249-4960

### Town Manager

Heather J. Brissette  
Administrative Assistant

March 24, 2014

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Frank Pozniak  
Executive Director  
State 911 Department  
1380 Bay Street, Building C  
Taunton, MA 02780

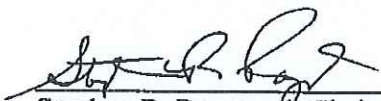
Dear Executive Director Pozniak,

I am the Chair of the Board of Selectmen of the Town of Athol.

I am sending you this letter in my official capacity and in such capacity I attest to the fact that Athol has agreed to participate with the City of Gardner as a partner in studying the feasibility of forming a regional PSAP and further proceed to a RECC as set forth in the application for State 911 Department Development Grant funding submitted by the City of Gardner. I further attest to the fact that I have full authority to commit the participation of my Town in this regional project and that I have communicated to the Chief of Police of Athol that I am sending this letter attesting that Athol is participating in this regional project.

If you have any questions or concerns, please feel free to contact me at 978-249-2368.

Sincerely,

  
\_\_\_\_\_  
Stephen R. Raymond, Chairman



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

**ANDREA CABRAL**  
Secretary of Public Safety  
and Security

**FRANK POZNIAK**  
Executive Director

July 30, 2014

Mark P. Hawke, Mayor  
City of Gardner  
95 Pleasant Street  
Gardner, Massachusetts 01440

RE: Fiscal Year 2015 State 911 Department Regional Public Safety Answering Point and Regional Secondary Public Safety Answering Point and Regional Emergency Communications Center Development Grant

Dear Mayor Hawke:

Thank you very much for applying to participate in the Fiscal Year 2015 State 911 Department Regional Public Safety Answering Point and Regional Secondary Public Safety Answering Point and Regional Emergency Communications Center Development Grant (“Development Grant”) Program.

The limited pool of funds being distributed from this Grant program are being awarded competitively based on guidelines contained within the Grant application packets. We are very pleased to inform the City of Gardner that it has been awarded a grant of \$47,857.10 to be used toward professional services to conduct a feasibility study and to develop an implementation plan for the City of Gardner and the Town of Athol.

Please note that the use of all grant funding shall be consistent with the Development Grant Guidelines, shall be associated with the provision of enhanced 911 service, and shall be approved by the State 911 Department.

Please note that the Development Grant Guidelines state as follows regarding funding for professional services:

“All applicants receiving funding for professional services agree to furnish copies of draft and completed reports, studies, and other deliverables to the State 911 Department. All applicants acknowledge that the State 911 Department may

share such documents with other entities for reference purposes of identifying issues and best practices. An applicant may submit a redacted copy along with a clean copy and request that only the redacted copy be distributed or otherwise request limitations on distribution. The State 911 Department will make every effort to attempt to honor such request to the extent possible while complying with all applicable Commonwealth of Massachusetts public records laws and regulations. The deliverables shall be provided to the State 911 Department upon request and shall also be included in the quarterly reports that are submitted to the State 911 Department.”

A copy of the executed contract is attached for your reference. Please note that the contract start date is August 1, 2014 and will run through June 30, 2015. The request for payment/disbursement forms, along with the required quarterly reporting forms will be available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Marilyn Godfrey, Grants Specialist, at (508) 821-7299.

If you have any questions regarding this award, please contact State 911 Department Executive Director Frank Pozniak or State 911 Department Fiscal Director Karen Robitaille at 508-828-2911.

Thank you very much for your continued efforts in finding creative ways to most effectively improve public safety within the Commonwealth.

Sincerely,



Andrea J. Cabral, Secretary  
Executive Office of Public Safety and Security



Frank Pozniak, Executive Director  
State 911 Department

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



<b>CONTRACTOR LEGAL NAME:</b> City of Gardner (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department <b>MMARS Department Code:</b> EPS
<b>Legal Address:</b> (W-9, W-4, T&C): <u>95 Pleasant St Gardner MA 01440</u>	<b>Business Mailing Address:</b> 1380 Bay Street, Taunton, MA 02780
<b>Contract Manager:</b> Jennifer Dymek, Assistant Director	<b>Billing Address</b> (if different):
<b>E-Mail:</b> <u>jdymek@gardner-ma.gov</u>	<b>Contract Manager:</b> Marilyn Godfrey
<b>Phone:</b> 978-632-3800 <b>Fax:</b> 978-632-1905	<b>E-Mail:</b> <u>911DeptGrants@state.ma.us</u>
<b>Contractor Vendor Code:</b> VC6000192094	<b>Phone:</b> 508-821-7299 <b>Fax:</b> 508-828-2585
<b>Vendor Code Address ID</b> (e.g. "AD001"): <u>AD 001</u> (Note: The Address ID Must be set up for <u>EFT</u> payments.)	<b>MMARS Doc ID(s):</b>
<p style="text-align: center;"><u>X</u> <b>NEW CONTRACT</b></p> <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 <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">___ <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"/> <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</b> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> ___ <u>Commonwealth Terms and Conditions For Human and Social Services</u>	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$ <u>47,857.10</u>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 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: <u>X</u> agree to standard 45 day cycle ___ <u>statutory/legal</u> or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); ___ only initial payment (subsequent payments scheduled to support 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, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>Contract is to support regionalization efforts to maximize effective emergency 911 and dispatch services as well as regional interoperability in compliance with the State 911 Department Regional PSAP and Regional Secondary Public Safety Answering Point and Regional Emergency Communication Center Development Grant and the awarded proposal attached hereto.</u>	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input 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 checked="" type="checkbox"/> 2. may be incurred as of <u>8.1, 2014</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 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 ____, 20 ____, 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 <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>[Signature]</u> , Date: <u>3/31/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Mark P. Hawke</u> Print Title: <u>Mayor</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> , Date: <u>2/30/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>



Shaun A. Suhoski, *Town Manager*  
Email: [ssuhoski@townofathol.org](mailto:ssuhoski@townofathol.org)

Heather J. Brisette, *Administrative Asst.*  
Email: [selectmen@townofathol.org](mailto:selectmen@townofathol.org)

October 19, 2015

Mr. Frank Pozniak, Executive Director  
State 911 Department  
1380 Bay Street, Building C  
Taunton, MA 02780

**RE: FY2015 State 911 Dept. Regional PSPA and Regional Secondary PSAP and RECC Development Grant**

Dear Executive Director Pozniak:

I am the Town Manager for the town of Athol.

I write in my official capacity, and in such capacity, I attest to the fact that the Town of Athol has agreed to participate with the city of Gardner as a founding partner in forming a regional PSAP and regional emergency communication center as set forth in the application for State 911 Department Development Grant funding submitted by the city of Gardner. I further attest to the fact that I have full authority to commit the participation of the Town of Athol in this regional project and that I have communicated to the Athol Chief of Police that I am sending this letter attesting that the Town of Athol is participating in this regional project.

If you have any questions or concerns, please feel free to contact me at 978-249-2496 or via email at [ssuhoski@townofathol.org](mailto:ssuhoski@townofathol.org).

Sincerely,

Shaun A. Suhoski  
Town Manager

cc: Board of Selectmen  
Timothy Anderson, Police Chief