

FY 11

MA HSD

PROJECT FILE REVIEW CHECKLIST

Grantee: <u>State Police (MA)</u>	Reviewer: <u>Charlene Oakley</u>
Project Number: <u>ISA EPSEFY11 ALPR POL11A</u>	Review Date: <u>6/21/2011</u>
Project Title: <u>ALPR</u>	Personnel Interviewed: <u>Caroline Susan</u>
Federal Fiscal Year: <u>2011</u>	Funding Source (e.g. 405, 410): <u>154 AL</u>
Federal Funds <u>Awarded</u> : <u>18,952</u>	Federal Funds <u>Expended</u> : <u>18,952.-</u>
Project Description: <u>To purchase an ALPR for MA State Police</u>	Project Objectives: <u>To increase apprehension rate of violators.</u>

MAJOR DOCUMENTS Are the following documents in project file?

Project Agreement	Yes / No If "no", explain
Certification Statements	Yes / No If "no", explain
Project Period	☒ Entire FFY (Oct 1-Sept 30) OR From <u>2/11</u> to <u>9/11</u>
Project Modifications	Yes / No
Progress Reports	Project Scope _____ Budget _____ Yes, all _____ Yes, some _____ No (explain) _____
Monthly _____ Qtrly _____ Other _____	<u>NA</u>
Final Report	Yes / No If "no", explain
Notes/Comments: <u>This was equipment grant</u>	

Budget Breakdown/Cost Categories (OPTIONAL)	
Personal Services	\$
Travel	\$
Equipment	\$ <u>18,952.-</u>
Admin. Costs	\$
Other	\$
Other	\$
Other	\$
TOTAL	\$ <u>18,952</u>

PROJECT MANAGEMENT

Is there sufficient problem identification to justify this project?	Yes / No If "no", explain
Is the contract/project agreement consistent with the current HSP?	Yes / No
Are project goals, objectives and performance indicators measurable and reasonable?	Yes / No If "no", explain
Is there progress toward goals, objectives and performance indicators?	Yes / No If "no", explain

If not, does file explain why, or does SHSO cite this as an issue?	Yes / No If "no", explain
Was the project implemented as scheduled?	Yes / No If "no", explain
If not, what adjustments were made to ensure project objectives were achieved?	
Is there any evidence of highway safety training provided to project personnel?	Yes / No / <u>Unknown</u> / NA
Type of training, if known:	
Do project activities fall within the scope of the specific funding source? (S. 405, S.410)	Yes / No / N/A <u>154 AL</u>
Are the progress/final reports thorough and complete?	Yes / No If "no", explain <u>NA</u>
Notes/Comments:	

PROJECT MONITORING

Is there evidence of project monitoring in file? If so, was monitoring: On-site _____ Telephone _____ Desk Review _____ Email <u>✓</u>	Yes / No If "no", explain
Check Those that Apply: Financial/Invoice Review <u>✓</u> Project Activity Review _____	
Does the monitoring of this project comply with the SHSO monitoring policy/procedures?	Yes / No If "no", explain
Did monitoring verify supporting/source documentation including: Personnel Costs Purchases Travel Equipment/property	Yes / No / <u>NA</u> <u>Yes</u> / No / <u>NA</u> <u>Yes</u> / No / <u>NA</u> <u>Yes</u> / No / <u>NA</u>
Were the monitoring efforts and reporting both thorough and complete?	Yes / No If "no", explain
Was there documentation to show that monitoring findings and other issues were communicated to the grantee and to SHSO management?	Yes / No / NA If "no", explain <u>email</u>
Were recommendations to address these issues outlined with the grantee and SHSO management?	Yes / No / NA If "no", explain
Were they resolved successfully?	Yes / No / NA If "no", explain
Notes/Comments:	

FINANCIAL MANAGEMENT (Answer all applicable questions)

Is the budget adequate and reasonable for the project's stated problems and proposed solutions?	Yes / No If "no", explain
Are claimed costs contained in the approved project budget?	Yes / No If "no", explain
Are claimed costs incurred during project period?	Yes / No If "no", explain
Do claims conform to cost principles identified in the Highway Safety Grant Funding Policy for Field-Administered Grants?	Yes / No If "no", explain
Do claims comply with any grant-specific restrictions and allowable use of funds (e.g. §405, 410)?	Yes / No If "no", explain
Does the project file provide source documentation to support each voucher/subgrantee claim for reimbursement?	Yes / No If "no", explain
Are claims reviewed and approved by authorized SHSO official(s)?	Yes / No If "no", explain
Are vouchers submitted and reimbursed in a timely manner?	Yes / No If "no", explain
Is program income documented and handled properly?	Yes / No NA If "no", explain
If program income is being used as cost sharing or matching, has regional approval been issued?	Yes / No NA If "no", explain
If project-specific match is required, is it adequate and documented?	Yes / No / NA If "no", explain
Did the grantee receive reimbursement for indirect costs?	Yes / No
If yes, does the State have documentation of:	
The subgrantee's approved indirect cost rate by the Federal Cognizant agency, OR	Yes / No
The subgrantee's indirect cost rate based upon an indirect cost allocation plan that has been negotiated and monitored by the State?	Yes / No
If the subgrantee is a State agency, does the HSO have a 10% interagency service rate/indirect cost of direct salary and wages (unless that agency has an actual Federally approved rate of less than 10%)?	Yes / No / NA
Did grantee seek reimbursement at a rate greater than the approved or negotiated rate?	Yes / No If "yes", explain
Notes/Comments:	

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PROJECT EQUIPMENT

NA

Was equipment in the approved project budget?	Yes / No
Did equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more receive prior written approval from the Approving Official?	Yes / No / NA If "no", explain
Did the State, subgrantee or contractor manage and dispose of equipment in accordance with State laws and procedures?	Yes / No
Did the State submit to NHTSA a written request seeking approval for disposition of equipment purchased over \$5,000 with grant funds?	Yes / No / NA
Is purchased equipment used for its intended highway safety purpose?	Yes / No If "no", explain
Notes/Comments:	

TRAVEL

NA

Was travel part of the approved project?	Yes / No / NA If "no", explain
Does the file contain supporting documentation for claimed travel costs?	Yes / No If "no", explain
Notes/Comments:	

EVALUATION

Is there evidence of project evaluation?	Yes / No / NA
If so, what type: Administrative Impact Other	
Notes/Comments:	

SUMMARY AND RECOMMENDATIONS
Follow-up Questions for State Project Manager:

Findings or Issues for Management Considerations:

Information Needed to Support Preliminary Concerns/Issues:

General Comments (such as project strengths):

Massachusetts Executive Office of Public Safety
Office of Grants and Research
Interdepartmental Service Agreement (ISA) Signature Form

To be completed by Division Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

Grant Manager Initials

Division Director Signature

Date

To be completed by Fiscal Staff: Document No: ISA EPSFY11ALPR POLILA BGRG/BGCN
MMARS Info:

Unit:

Appropriation:

Program Code:

Amount:

3920

8000 4804

FY11ALPR

\$18,952

epsact
UAID

3/15/11
Date

To be completed by Executive Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

Ellen G. Frank
Executive Director Signature

3-11-11
Date

To be completed a Fiscal Manager : MMARS Authorized Signatory

☐ Electronic Signature Used: (UAID)

☐ Live Signature Used: (Administrator with DHSA)

As an authorized signatory, I certify under the pains and penalties of perjury that my signature shall operate as the Department Head's certification that document listed above, which will reside on MMARS electronically as the official record, and the underlying supporting documentation attached to this authorization form, are accurate and complete, that all other required approvals have been obtained and are attached, that the expenditure or other obligation is supported by sufficient legislatively authorized funds, is made in accordance with the Department's legislative mandates and funding authority, and complies with all applicable laws, regulations, policies and procedures.

Authorized Signatory

Title

Date

MMARS Transaction Submitted by:

18028
UAID

Date

Vendor Name:

MSP/15412011 AC-11-17/ \$18,952



COMMONWEALTH OF MASSACHUSETTS

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2011		RFR REFERENCE NUMBER ENTER RFR NUMBER: _____ OR ☒ N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EPS		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: POL	
BUSINESS MAILING ADDRESS: EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY-OFFICE OF GRANTS & RESEARCH-HIGHWAY SAFETY DIVISION 10 PARK PLAZA, SUITE 3720, BOSTON, MA 02116		BUSINESS MAILING ADDRESS: MASSACHUSETTS DEPARTMENT OF STATE POLICE 470 WORCESTER ROAD, FRAMINGHAM, MA 01702	
ISA MANAGERS: PAUL GARRITY		ISA MANAGERS: LIEUTENANT STEPHEN WALSH/DEBORAH BRODERICK	
PHONE: 617-725-3301	FAX: 617-725-0260	PHONE: 508-820-2346	FAX: 508-820-2165
E-MAIL ADDRESS: PAUL.GARRITY@STATE.MA.US		E-MAIL ADDRESS: DEBORAH.BRODERICK@STATE.MA.US	
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)			
☒ New ISA. Current Maximum Obligation for total duration of ISA \$ <u>18,952.00</u> (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)			
☐ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)			
☐ Amend Budget/Accounts. Change Maximum Obligation from: \$___ to New Maximum Obligation \$___ (Attachment B)			
☐ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)			
☐ Amend Dates of Performance. New Dates of Service: Start Date:___ End Date:___ (Subject to execution dates below.)			
☐ Amend Scope of Services/Performance			
BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:			
The Massachusetts State Police will purchase an Automated License Plate Reader to aid in traffic enforcement activities. Purchase and delivery will take place before June 30, 2011.			
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? ☐ No ☒ Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.			
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.			
☒ BGCN -- non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.			
☐ BGCS -- subsidiarized (budgetary)			
☐ Other (CT, RPO as authorized by CTR): _____			
☐ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.			
☐ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)			
☒ ADD	☐ DELETE	☐ NO CHANGE	Account: 8000-4804
☐ ADD	☐ DELETE	☐ NO CHANGE	Fund: 0100
☐ ADD	☐ DELETE	☐ NO CHANGE	Major Program Code: HSPGTS
☐ ADD	☐ DELETE	☐ NO CHANGE	Program Code: FY11ALPR
☐ ADD	☐ DELETE	☐ NO CHANGE	Account: _____
☐ ADD	☐ DELETE	☐ NO CHANGE	Fund: _____
☐ ADD	☐ DELETE	☐ NO CHANGE	Major Program Code: _____
☐ ADD	☐ DELETE	☐ NO CHANGE	Program Code: _____
ISA ANTICIPATED START DATE: <u>2/14/11</u> , provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.			
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <u>6/30/11</u> unless terminated or properly amended in writing by the parties prior to this date.			
BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF , by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.			
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE:		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:	
 DATE: <u>3-11-11</u> (Date must be handwritten by signatory at time of signature)		 DATE: <u>2/23/11</u> (Date must be handwritten by signatory at time of signature)	
PRINT NAME: ELLEN FRANK		PRINT NAME: JOHN F. FLYNN	
PRINT TITLE: EXECUTIVE DIRECTOR, OFFICE OF GRANTS & RESEARCH		PRINT TITLE: CHIEF ADMINISTRATIVE OFFICER, MASSACHUSETTS DEPARTMENT OF STATE POLICE	

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

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

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or

restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until it is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the effect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

Through the purchase funded by this ISA, the Massachusetts Department of State Police (MSP) will assist the Executive Office of Public Safety and Security, Office of Grants & Research, Highway Safety Division (EOPSS/HSD) to reach the FFY 2011 highway safety goals for Massachusetts listed below:

- To reduce by 5.4 percent the number of alcohol-impaired fatalities (with BAC of 0.08 or greater) from a five-year average (2004 to 2008) of 148 to 140 in 2011.
- To increase by three percentage points the statewide observed safety belt use of front seat outboard occupants in passenger vehicles, from 74 percent in 2010 to 77 percent in 2011.
- To decrease the number of young drivers (age 20 or younger) involved in fatal crashes from a five-year average (2005 to 2009) of 68.6 by 5 percent to 65.2 in 2011.
- To reduce by 10 percent the number of older drivers (age 65 or older) involved in fatal crashes, from a five year average (2005-2009) of 62 to 56 in 2011.
- To reduce by 10 percent the number of motorcycle fatalities, from a five-year average of 51 (2005 to 2009) to 46 in 2011.
- To reduce Massachusetts motor vehicle-related fatalities by 10 percent from a five-year average (2005 to 2009) of 402 to 362 by December 31, 2011
- To reduce serious traffic injuries by 10 percent from a five-year average (2005 to 2009) of 4,198 to 3,978 by December 31, 2011

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

Contract Requirements are as listed in the Application for Grant Funding and the following:

- Inventory of all equipment purchased under this grant must be maintained throughout the useful life as part of an official control system following state and federal regulations.
- To obtain reimbursements for equipment and/or materials, paid invoice(s), and a copy of any packing slip(s) must accompany the signed Expenditure Report. Purchase orders will not be accepted as supporting documentation for reimbursement. No equipment ordered or purchased prior to the effective date of the signed contract by EOPSS and the department will be reimbursed.
- Signatory on reports must certify that report and expenses for which payment is requested are true, correct and complete in accordance with the federal and state regulations and that all equipment and/or materials were received in good working order.
- Departments that procure ALPR systems under this grant program agree to electronically submit captured license plate data to the state repository maintained by the Criminal Justice Information Services (CJIS) Division at the Commonwealth's Public Safety Data Center. Captured license plate data will be made available to local, state and national law enforcement as needed to support official law enforcement operations. Guidelines for submission and retrieval of license plate data will be made available to all participating departments at the time of installation and connection of the ALPR systems.
- No department may make purchases until an ISA has been signed by the department and EOPSS-HSD and notification has been issued. **No costs incurred before a department receives written notification will be reimbursed.** There can be no exceptions.
- Once departments receive written EOPSS/HSD Authorization to Proceed, all approved equipment and materials must be received no later than June 30, 2011.
- Supplanting of funds is prohibited. Funds for program and services provided through this grant are intended to supplement other state or federal funding sources.
- No changes may be made in the approved budget without a written request from the contractor and written approval from the EOPSS-HSD.
- All public communications and/or news releases by the contractor concerning grant activity shall indicate that the grant is funded by the EOPSS and must be approved by EOPSS prior to release. Prior approval is not needed if using the sample press release provided by EOPSS-HSD. A copy of the release and any press must be sent or emailed to EOPSS-HSD.
- Contractor must submit reimbursements based on monthly expenditure reports, activity reports, and in-kind match to the EOPSS/HSD Program Coordinator by the 15th business day of each month for the prior month's activity.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

- Failure to meet submission of reports in a timely manner and/or lack of activity may result in non-reimbursement, suspension or termination of contract.
- The use of ALPR systems shall be for official law enforcement operations only.
- Departments will participate in press events, trainings, meetings, as necessary.
- No funds will be provided for indirect costs associated with the grants.
- Contactor will issue final report. The HSD will provide technical assistance with this task. The final report of results and the findings derived from them must be submitted to the HSD Program Coordinator no later than July 30, 2011.
- Departments must enforce a written safety belt policy.
- In order to enhance accessibility to programming for those with special needs, the following ADA guidelines must be followed:
 - **Event Advertising:** To obtain auxiliary aids, services, or accessibility information for this event, contact ADA Coordinator, *your full contact information*.
 - **Web Pages:** All web pages must have an embedded *contact us* link with full contact information for the ADA Coordinator.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

See Sections 1 & 2.

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

Not applicable; EOPSS/HSD is also providing grant funds to local police departments as part of a competitive procurement process.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? x No Yes.
If yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

Not applicable.

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

One Federal Signal PIPS Technology 4-Camera ALPR System

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

MSP will submit an Expenditure Report, In Kind and Activity Report to EOPSS/HSD no later than the 15th day of the month following activity.

MSP will submit a Final Report by July 30, 2011.

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

An audit shall be performed in accordance with Circular A-133. A copy of any report shall be submitted to the EOPSS/HSD within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

The MSP agrees to not supplant these funds with any other funds associated with the agency or funding sources.

The MSP acknowledges the Drug-Free Workplace Certification for Departments receiving Federal Grants for the federal fiscal year available at http://www.mass.gov/Aosc/docs/fy_updates/fy09/drug_2009_cert.pdf

The measurement of success/evaluation method, self-sufficiency plan, and institutional plan are identified in the attached MSP proposal.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

Basic Federal Grant Conditions

The basic federal grant conditions that follow apply to all federal grants, regardless of the federal department making the funds available.

- Audit Requirement of Federal Funds
 - OMB Circular A-133 – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$500,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- Cost Principles for Federal Grants to *State and Local Governments*
 - 2 CFR Part 225 (formerly known as OMB Circular A-87) – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Addendum 3**.
 - Travel costs are allowable if pre-approved by the OGR and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities. The following link provides the full text of this basic federal grant requirement: http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.
- Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* - These requirements apply to only the non-profit and higher education subrecipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.
 - 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.

Nondiscrimination Requirements – If you receive federal funds, you must comply with, and require your subcontractors, if any, to comply with, all applicable nondiscrimination requirements of federal law, which may include the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-12134), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), equal protection of the laws for faith-based organizations (Exec. Order No. 13,279), and meaningful access for persons with limited English proficiency (Exec. Order No. 13,166).

U.S. Department of Transportation Funds

The National Highway Traffic Safety Administration of the U.S. Department of Transportation offers two documents that present requirements for the use of the funds and outline the purpose of each category of grants provided.

- The links for the two programmatic and financial guide documents made available from the National Highway Traffic Safety Administration are as follows:
 - Highway Safety Grant Funding Policy:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

Pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.

A more complete document on administrative requirements is found in 49 CFR Part 18 - the Uniform Administrative Requirement for Grants as promulgated by the U.S. Department of Transportation.

- Highway Safety Grant Management Manual:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_ManI_Content1_01.html. This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.

- Subrecipients of federal grant funds are responsible for understanding and following both the **Federal and State Conditions**.
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
 - If you need additional time to complete the scope of work for your grant award, OGR may grant a time-only extension so long as the revised contract containing the extension request is executed by both the subrecipient and OGR before the current end date of the contract. No time extension can be granted if the revised contract form is executed after the current end date of the contract.
 - Requests for time extensions must to be made at least 30 days before the end date of the contract.
- **Award amounts remaining at the end of the contract** will be reverted back to OGR. All goods must be received and all services rendered by the end date of the contract.
- OGR must receive all **requests for reimbursement** within 30 days of the end date of the contract. Requests for reimbursement received after 30 days may result in non-payment at the option of OGR. Reimbursement under a subsequent contract may also be withheld pending resolution of any pending documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.
 - If the **request for reimbursement** is returned due to incomplete documentation, the request must be resubmitted in the time noted by OGR when the request was returned.
- All **programmatic and financial reports** must be received in accordance with the requirements of your specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** charged to grant awards will currently be paid at the lesser of \$.40 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- Program costs associated with **indirect cost rates** will not be reimbursed without documentation of the rate having been approved by a federal agency.
- Subrecipients must follow the **procurement practices** of their organization. You should ensure that your procurement practices conform to any specific federal guidelines found the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient organization and a federal guideline, the more restrictive procedure applies.
- As discussed in the federal conditions above, you are required to have an annual audit of federal funds if your agency receives more than \$500,000 in federal funds from all sources. OGR has developed a "self-identifying" form titled "**Federal OMB Circular A-133 Audit Form**" to be submitted to OGR at the end of the fiscal year and after the completion of your A-133 federal funds audit. The form asks if you were required to have an audit and, if so, to identify any findings related to the federal funds awarded by OGR. Submission of this annual reporting form is required.
- You should anticipate periodic compliance **site visits**. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by OGR.
- All grant-related documentation must be retained for a period of 6 years from the close of the contract.
- In the event that your funded program is **evaluated** by an outside evaluator during the funded project period, notify OGR in writing and provide a copy of the evaluation.
- It is your responsibility to **report any alleged fraud, waste or abuse** to the Office of the State Auditor and to the applicable federal agency. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
- If the **use of the grant funds has not begun** within 60 days of the start of the contract, you must report to OGR the steps taken to initiate the grant activities, the reasons for the delay and the expected start of the use of the funds. If the use has not begun in a meaningful way, OGR reserves the right to cancel the contract.
- Whenever you plan to **implement the grant activities through the use of other contractors**, you must incorporate the grant provisions in this document into those subcontracts and seek the approval of OGR before to executing those subcontracts.

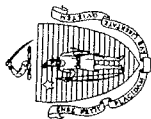
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

- If your grant or contract calls for the creation or production of **instructional materials**, the materials will be "work made for hire," as defined in United States copyright law, and EOPSS shall be considered the author. EOPSS shall be the sole owner of all rights in these materials, including copyrights and all rights to use, reproduce, or publish the materials, and you may not use, reproduce, or distribute such materials without prior written approval of EOPSS. If your project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material.

Additional OGR Conditions for Law Enforcement Agencies

Law enforcement agencies are subject to mandatory reporting requirements of various information, including, but not limited to the reporting requirements listed below. EOPSS and OGR may withhold reimbursements, cancel your contract, or withhold execution of any future grants for law enforcement agencies that do not comply with reporting requirements.

- **Crime Data Reporting.** Law enforcement organizations must submit timely and satisfactory monthly Uniform Crime Reporting (UCR) or National Incident Based Reporting System (NIBRS) reports to the Commonwealth's Crime Reporting Unit at the Commonwealth Fusion Center. If your organization has hardware and software that support the creation of NIBRS data, crime data must be submitted to the Crime Reporting Unit in that format.
- **Motor Vehicle Accident Reporting.** Police departments are required to report to the Registry of Motor Vehicles, within 15 days, accidents in which death, injury, or property damage in excess of \$1,000 occurs under G.L. c. 90, § 29. The crash reports can be delivered to the Registry of Motor Vehicles (RMV) main office through post office mail or through electronic submission. You may contact the RMV headquarters for any additional information.
- **Juvenile Lockup Data.** Law enforcement agencies that maintain a juvenile lockup must submit monthly juvenile lockup data to the Criminal History Systems Board via CJIS/LEAPS. Contact OGR's Juvenile Justice Program Coordinator for additional information.
- **Fingerprint Cards.** Law enforcement agencies must regularly submit fingerprint cards for all felony arrests to the Identification Section at the Massachusetts State Police Crime Lab as required by state law (G.L. c. 263, § 1A; G.L. c. 94C, § 45).



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

ATTACHMENT B - BUDGET

Check one:

☒ Initial ISA Budget

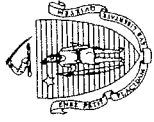
☐ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ _____
 PRIOR MMARS DOCUMENT ID: _____
 CURRENT Doc ID: ISAEPsfy11ALPRPOL11A

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A Budget Fiscal Year	B Seller/Child Account	C Object Class	D Description	E Initial ISA Amount / or Amount Prior to Amendment	F Indicate Add or Reduce +/-	G Amendment Amount	H Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	I New Amount After Amendment
2011	8000-4804	KK	Automated License Plate Reader	\$ 18,952.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA								
FISCAL YEAR: 2011				SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)				
FISCAL YEAR:				SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)				
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)				\$ 18,952.00				
				\$				
				\$ 18,952.00				

Additional Budget Specifications:



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM
TERMS AND CONDITIONS

ATTACHMENT C - FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

☒ NEW ISA - ISA AMENDMENT		BUDGET FISCAL YEAR: 2011	
BUYER/PARENT DEPARTMENT: Executive Office of Public Safety and Security (EPS)		SELLER/CHILD DEPARTMENT: Department of State Police (POL)	
Revenue Budget			
CTR ONLY - REVENUE BUREAU WILL ASSIGN			
Revenue Source			
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW			
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)			
Appropriation Number: 8000-4804		Payroll Indicator: Yes ☐ No ☒	
Budgetary Estimated Receipts \$18,952.00		BGCN Document Identification No.: ISAEPSFY11ALPRPOL11A	
COST ACCOUNTING STRUCTURE (BGRG- BQ88)			
Total Maximum Obligation of ISA: \$18,952		BGRG Document Identification No.: ISAEPSFY11ALPRPOL11A	
MAJOR PROGRAM TABLE SET-UP			
Major Program (6 chars. or less): HSPGTS		Major Program Short Name (same as appropriation number): 80004804	
Major Program Name: Highway Safety Programs on GTS			
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD			
Effective From Date: 2/14/2011		Effective To Date: 08/30/2011	
Program Period:		Program Period Short Name:	
Program Period Name:		PROGRAM TABLE SET-UP	
Effective From Date: 2/14/2011		Effective To Date: 08/30/2011	
Program Name: Automated License Plate Reader		Program Short Name: ALPR	
Program Code: (MUST START WITH "F" followed by up to 9 characters) FY11ALPR		Sub Account:	
FUNDING PROFILE - FUNDING LINE			
Draw Name:	Customer ID	Payment System Code - Check one option only	
EDCAPS:	VC7000000001	☒ D	
ECHO:	VC7000000002	☐ E	
LOCES:	VC7000000003	☐ L	
SMARTLINK:	VC7000000004	☐ S	
ASAP- OTHER:	VC7000000005	☐ Y	
ASAP:	VC7000000006	☐ Z	
GRANT- NON DRAW:	VC7000000007	☒ X No Code	
FUNDING IDENTIFICATION			
Federal Catalog Agency: (2 digit code) 20		Federal Catalog Suffix: (3 digit code) 600	
Letter of Credit No.:			

Authorized Signatory Seller/Child Department:  Date: 2/23/11 Name: John F. Kennedy

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



The Interdepartmental Service Agreement (ISA) Form is issued by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. The ISA Instructions are provided to assist both Buyer/Parent and Seller/Child Commonwealth Departments with the interpretation and are incorporated by reference into the ISA. The ISA Form is the "Contract" that documents the business agreement (joint venture) between the two Commonwealth departments within the Executive, Judicial and Legislative Branches of government. A Department must be recognized as a Department in the State Accounting System (hereinafter referred to as "MMARS") in order to transfer or receive funding under an ISA. The ISA must comply with funding language in any appropriation act funding the ISA, as well as all applicable general and special state or federal laws, regulations. The Buyer/Parent and Seller/Child are responsible for reviewing and complying with the applicable CTR policies (including but not limited to the ISA, electronic signature and state finance law policies) located at the [CTR Knowledge Center](#) under Procurement and Contracts and also at the CTR Website at: [Comptroller Policies](#). While reasonable efforts have been made to assure the accuracy of the legal requirements for ISAs, Departments should consult with their legal counsel to ensure compliance with all legal requirements related to their performance under an ISA. PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT PERIODICALLY FOR UPDATES.

- ➔ **MMARS DOCUMENT ID:** Enter the state accounting system (MMARS) BGCN or BGCS or other authorized MMARS document number associated with this ISA. ISA related DOC ID Numbering must be done as described below. The Doc ID must be the Doc ID entered into MMARS and reflected on the supporting ISA paperwork. All ISA Doc IDs MUST START WITH "ISA", as follows:

EXAMPLE DOC ID Number: **ISAEPS12345678SDF06A**

First 3 Characters	Second 3 Characters	Next 8 Characters	Next 3 Characters	Next 2 Characters*	Last Character
ISA	Buyer/Parent Department Alpha	Buyer/Parent defined. May be numeric, alpha or combination	Seller/Child Department Alpha	Fiscal Year	A (initial document) B (1st Amendment) C (2 nd Amendment)
ISA	EPS	12345678	SDF	06	A

- ➔ **BUDGET FISCAL YEAR.** Enter the Budget Fiscal Year of the ISA or ISA Amendment, as appropriate.
- ➔ **REQUEST FOR RESPONSE REFERENCE NUMBER.** If the Seller/Child responded to an RFR that was posted on Comm-PASS, enter the RFR Reference Number as posted. If an RFR was not used, indicate "N/A". Seller/Child Departments may respond to a Request for Response (RFR) or other solicitation of a Buyer/Parent Department. If the Seller/Child Department is selected as a contractor, the ISA Form must be used as the "contract" (instead of the applicable Commonwealth Terms and Conditions and Standard Contract Form and Instructions).
- ➔ **BUYER/PARENT/SELLER/CHILD DEPARTMENT NAME:** Enter the 3 Alpha MMARS Department Code. For Example "CTR" for the Office of the Comptroller.
- ➔ **BUSINESS MAILING ADDRESS:** Enter the address where all correspondence to the ISA Manager must be sent. Unless otherwise specified in the ISA, legal notice sent or received by the Department's ISA Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the ISA Manager will meet any requirements for written notice under the ISA.
- ➔ **ISA MANAGER:** Identify the authorized ISA Manager who will be responsible for managing the ISA. ISA Managers must be Department Head Authorized Signatories in order to execute the ISA and otherwise obligate the Department with the appropriate MMARS Security to support Department Head Signature Authorization.
- ➔ **PHONE/FAX/E-MAIL ADDRESS:** Identify the phone, fax number(s) and electronic mail (e-mail) address of the ISA Manager.
- ➔ **PURPOSE OF ISA.** Check off whether this is a new ISA or an ISA Amendment. For New ISAs, enter the total Maximum obligation for the duration of the ISA. If an ISA Amendment, check off any of the Amendments that are being made and complete any information in the blanks provided and the Attachments that are identified.
- ➔ **BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY THIS ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:** Identify a brief description of the ISA, ISA name and performance to be accomplished under the ISA. If an ISA Amendment, identify what is being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient *and will result in ISA or Amendment being returned to MMARS Liaison of Buyer/Parent Department*. The description is used to specifically identify the ISA performance, match the ISA with attachments and determine if the appropriate process has been selected.
- ➔ **INDICATE WHETHER SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) WILL BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA.** Justification for use of state employees and details of who will be working and work that will be performed must be included as part of ATTACHMENT A.
- ➔ **ACCOUNT INFORMATION.**
 - * Check the correct option for either a BGCN – non-subsidiarized (federal, capital, trust); BGCS – subsidiarized (budgetary); Other (CT, RPO or other document authorized by CTR); Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child with resources committed to ISA); or Amendment without Budget changes to ISA (used only for an Amendment if there are no changes to the budget and no changes to Attachments B and C (if applicable)).
 - * Identify for each account under the ISA whether the account is "added", "deleted" or "no change". **THIS SECTION MUST BE COMPLETED FOR AMENDMENTS EVEN IF THE ACCOUNT INFORMATION HAS NOT CHANGED.** Enter each ISA account, fund, major program code and program code for all funding under the ISA. Attachment B must be completed for all financial ISAs and ISA Amendments (with Budgetary or Account amendments). Attachment C must be completed for any financial ISAs or ISA Amendments with Budgetary or Account amendments involving federal or capital funds).
- ➔ **ISA ANTICIPATED START DATE.** Enter the anticipated start date, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations under this ISA available in the Seller/Child account for expenditure. Note - ISA Duration. ISAs can be executed for the duration that makes sense from a business perspective. Multi-Year ISAs are encouraged if it best supports the Buyer/Parent and Seller/Child business processes. Similar to other types of contracts, all ISAs are subject to appropriation or other available funding. Therefore, Departments can enter into a Multi-year ISA even if funding transactions have to be processed annually to support each fiscal year of the ISA. Buyer/Parent and Seller/Child Departments are responsible for ensuring that the funding is in place in the authorized Seller/Child account(s) to ensure that the Seller/Child Department can timely encumber funds and pay employees, contractors, grantees, etc. from the authorized ISA Seller/Child account(s) in accordance with the ISA Terms and Conditions.
- ➔ **TERMINATION DATE OF THIS ISA:** The Buyer/Parent Department must enter the date the ISA will terminate. An ISA must be signed for the full duration and amount in accordance with what is negotiated between the Buyer/Parent and Seller/Child Department. Amendments to extend the termination date, such as renewals, must be made using the ISA Form and must be signed by authorized Department Head signatories (with appropriate MMARS Authorized Signatory Security roles) of both the Buyer/Parent and the Seller/Child Department contemporaneously with the need for the amendment but no later than the termination date (or as previously amended) in accordance with 815 CMR 6.00.
- ➔ **AUTHORIZING SIGNATURE FOR BUYER/PARENT DEPARTMENT/DATE:** The Authorized Buyer/Parent Department Signatory must, in their own handwriting, and in ink, sign AND enter the date the ISA is signed. **THE DATE IS AN INEXTRICABLE PART OF THE SIGNATURE AND MUST BE COMPLETED BY THE SIGNATORY AND MAY NOT BE PRE-FILLED OR ENTERED AFTER THE SIGNATURE BY ANOTHER PERSON.** Rubber stamps, typed or other images are not acceptable. See CTR policies on Electronic Signature and Department Head Signature Authorization for Department Head and Authorized Signatory certifications and responsibilities.
- ➔ **NAME /TITLE:** The Buyer/Parent and Seller/Child Department Authorized Signatory's name and title must appear legibly. NOTE: Secretariat signoff is not required in order for CTR to process an ISA. However, Seller/Child and Buyer/Parent Departments are required to follow any internal secretariat procedures when obtaining authorization for an ISA (or for certain ISA transactions such as an inter-subsidiary transfer "TS") prior to submission to CTR. All

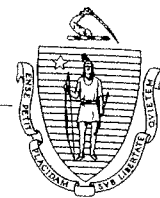
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



ISAs are periodically reviewed by CTR to verify that the signatories are authorized by their Department Head to execute contracts. Departments are responsible for timely processing through secretariats to ensure timely funding as required under the Department Head certifications.

- ➔ **ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS.** *Attachment A is required for all new ISAs and for all ISA Amendments.* Departments must use this attachment and insert (type, or copy and paste) the required information in addition to other terms of performance negotiated by the parties under Section 9. Sections 1-8 are mandatory and must be answered in detail or the ISA will be returned to the Buyer/Parent Department MMARS Liaison. All information must be inserted into Attachment A using as many pages as necessary. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.
- ➔ **ATTACHMENT B - ANTICIPATED BUDGET.** *Attachment B is required for all New ISAs and for all ISA Amendments with budget and accounting transactions.* Departments must use this form. Insert all required information and use as many additional lines and pages as necessary. This attachment must breakdown the specifics of the ISA funding, by fiscal year, Seller/Child account, object class, description and amount. For multi-year ISAs the Attachment must provide a subtotal each fiscal year of the ISA (which equals each fiscal year's anticipated maximum obligation). All ISAs must provide a total maximum obligation for the total duration of the ISA (which must equal the total of all fiscal year subtotals) and must match the "Total Maximum Obligation for Duration of ISA" on the executed ISA.
- * Check "Initial ISA Budget", or "ISA Amendment"
 - * Identify the MMARS Doc ID if the ISA is being amended.
 - * **Complete Columns A-E For New ISAs. Complete Columns A-I for Amendments.**
 - o **Column "A" (Budget Fiscal Year).** Enter the fiscal year of the funding, or amendment. For Multi year ISAs Column A must list planned expenditures by each fiscal year of the ISA.
 - o **Column "B" (Seller/Child Account).** Enter the number of each Seller/Child account listed on the ISA Form. For ISAs using multiple Seller/Child Accounts, Column B must list planned expenditures for each Seller/Child account.
 - o **Column "C" (Object Class).** Enter the Object Class (subsidiary) as outlined in the CTR Expenditure Classification Handbook (for example, "AA" for Employee compensation, "EE" for Administrative Expenses, "HH" for Consultant Contracts, etc.). IF the line item is authorized for multiple fiscal years, enter a separate line-item for each fiscal year of the ISA in which the line-item is authorized, specifying the estimated amount of the authorized expenditure. Line-items break downs of estimated expenditures by Object Class are required even if the Buyer/Parent account is non-subsidiarized, since the Budget acts as the authorization for the ISA expenditures. For subsequent fiscal years, entering "Balance Forward Amount" for federal, bond and trust accounts is insufficient, since good project management practices presume that departments will be managing estimated expenditures over the life of a project with planned fiscal year obligations, rather than managing projects solely based upon remaining uncommitted estimated receipts or uncommitted balances.
 - o **Column "D" (Description).** Enter a brief description of the type of authorized budget expenditure or category, (e.g., "Conference Materials", "Program Manager", "Health Evaluations" etc.)
 - o **Column "E" (Initial ISA Amount/or Amount Prior to Amendment).** Enter the amount for the budget item authorized under the ISA for each fiscal year. If the ISA is being amended, enter the current amount for this line-item, prior to the amendment. The Amendment amount will be entered in Column G and the new total will be entered in Column I.
 - o **Column "F" (+/-)** is only used if the ISA is being amended to add or reduce a budget line item. Enter "+" for budget addition or "-" for a budget reduction.
 - o **Column "G" Amendment Amount** is only used if the ISA is being amended to add or reduce a budget line item. Enter the amount of the budget line being increased or decreased.
 - o **Column "H" (Carry-In)** is only used if the ISA is being amended to reduce a prior year federal grants fund line item with uncommitted estimated receipts that are being re-authorized in the current or a future fiscal year. Enter "YES" in this column for each line item being amended (by object class and description) to reflect a reduction in the budget in a prior fiscal year line item, and for each line item being added (by object class and description) to reflect a reauthorization of the funds in the current or a future fiscal year.
 - o **Column "I" New Amount After Amendment** is only used if the ISA is being amended to add or reduce a budget line item. Enter new ISA Amount after the adding or reduction of the line-item amount referenced in Column G.
 - * **FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION.**
 - Fiscal Year Subtotals. For single fiscal year ISAs enter the fiscal year (e.g., "Fiscal Year 2007") and enter the subtotal of all "Current Amounts" (Column E) for that fiscal year. For Multi-year ISAs, enter each fiscal year of the ISA as a separate subtotal and enter the subtotal of all "Current Amounts" for each fiscal year.
 - Total Maximum Obligation for Duration of ISA. Enter the Total Maximum Obligation for the Duration ISA for all fiscal years (as identified on the executed ISA Form). For single fiscal year ISAs, this amount should be the same as the Fiscal Year Subtotal. For Multi-fiscal year ISAs, this amount should equal the total of all the listed fiscal year subtotals.
- ➔ **ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT** (complete only if Buyer/Parent Account is a Federal Account). Please enter the following information on this form.
- * Enter whether this is a "New" ISA or an ISA Amendment and enter the Budget fiscal year.
 - * Enter the Buyer/Parent and Seller/Child Departments, which must match the ISA.
 - * Skip the Revenue Budget and Revenue Source which will be completed by CTR.
 - * **CENTRAL BUDGET STRUCTURE:**
 - o Appropriation Number. Enter the Appropriation Number assigned by ANF.
 - o Payroll Indicator. Enter a Payroll indicator of Yes or No.
 - o Estimated Budgetary Receipts. Enter the amount of the Estimated Budgetary Receipts (the amount estimated in the ISA or Amendment for the current state fiscal year).
 - o BGCN Document Identification No. Enter the MMARS Document Identification Number for the Central Expense Document (BGCN). The BGCN must be entered and submitted to PEND in MMARS. Providing a screen print of the BGCN aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * **COST ACCOUNTING STRUCTURE.**
 - o Total Maximum Obligation of ISA or ISA Amendment Amount. For New ISAs, enter the Total Maximum Obligation of the ISA for the full duration of the ISA. For ISA Amendments, enter the amount of the modification.
 - o BGRG Document Identification No. Enter the MMARS Document Identification Number for the Reimbursable Grant Budget Document (BGRG). The BGRG must be entered and submitted to PEND in MMARS. Providing a screen print of the BGRG aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * **MAJOR PROGRAM TABLE SET-UP.** This sets up the cost accounting hierarchy with groups of activities (programs) all part of one structure. For example – a major program could be wastewater management – WASTE. All documents (contracts, encumbrances, payments will reference this code.)
 - o Major Program. Enter the 6 (or fewer) character Major Program Code assigned by the department.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



- ☐ Major Program Name. Enter the full Major Program Name.
- ☐ Major Program Short Name. Enter the Major Program Short Name.
- * PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD (EPP). Enter the Program Period or Extended Program Period (EPP) information. This establishes the effective period of the grant. Please note that end dates are "hard edited" by the system, thus please take into account the accounts payable period for grants when establishing this date. Multiple periods allow for easy periodic reporting aligned to federal reporting dates. However, a Buyer/Parent department may choose to use 1 reporting period – EPP – that encompasses all dates. The downside of this method is that specific periodic federal reporting by the system is not achieved.
 - ☐ Enter the Program Effective From Date and Effective to Date.
 - ☐ Enter the Program Period or Extended Program Period (EPP) information.
 - ☐ Enter the Program Period Name, and Program Period Short Name.
- * PROGRAM TABLE SET-UP.
 - ☐ Enter Program Name. For example a program could be for "storm water discharge".
 - ☐ Enter Program Short Name:
 - ☐ Program Code. Enter the 10 (or fewer) characters. All Federal Program codes must begin with the letter "F". This is the second level of the cost accounting hierarchy. Programs are individual activities within a Major Program. Using the major program example, a program could be for storm water discharge – the program code would be "Fstormdis". All documents (Recurring Payment Order (RPO), payments will reference this code.)
 - ☐ The sub account must be the sub account in the award letter or the draw on the federal grant will fail. If a sub-account changes, this code must change.
- * FUNDING PROFILE - Funding Line. This must be filled out properly – indicating the federal payment system to be used. If the wrong payment system is indicated, the draws on the federal grant will fail. Enter a check next to appropriate Payment System Code.
- * FUNDING IDENTIFICATION.
 - ☐ Federal Catalog Agency Code. Enter the 2 digit Federal Catalog Agency code.
 - ☐ Federal Catalog Suffix. Enter the 3 digit Federal Catalog Suffix code from your award letter or contact the appropriate agency. This must align to the grant award. The proper grant identification information is a federal reporting requirement.
 - ☐ Letter of Credit No. Enter the Letter of Credit No. for this grant award.

COMPLETED ISAS SHOULD BE SUBMITTED FOR PROCESSING TO:

Office of the Comptroller, One Ashburton Place – 9th Floor, Attention: Accounts Payable Bureau, Contracts, Boston, MA 02108
CTR Helpline: **617-973-2468**

Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants and Research
Highway Safety Division
10 Park Plaza, Suite 3720
Boston, MA 02116
Tel: 617.725.3341

Application for Grant Funds (AGF)
FFY 2011 Automated License Plate Reader Grant Program
Deadline for Applications: Noon, November 29, 2010

All sections must be completed to be eligible.

Name and Complete Address of Department or Municipality			
Massachusetts State Police - 470 Worcester Road – Framingham MA - 01702			
Colonel's Last Name McGovern	First Marian	Middle Initial J.	
E-Mail Address marian.mcgovern@pol.state.ma.us	Telephone 508-820-2300	Fax	
Grant Contact Last Name Walsh	First Name Stephen	Middle Initial J.	Title Lieutenant
E-Mail Address stephen.walsh@pol.state.ma.us	Telephone 508-820-2132	Fax 508-820-2668	
Applicant Profile			
Does your department currently have any ALPR units in use? If so, how many?		2 demo units on loan	
Number of full-time officers		2,100	
Number of part-time officers		0	
What is the population of your community according to the 2009 census?		6 million	
How large is your community (square miles)?		Entire state	

Problem Identification			
Category	2007	2008	2009
Number of unlicensed motorist citations	11,698	9,139	8,057
Number of uninsured motorist citations	7,904	7,907	6,196
Number of operating with a suspended license citations	14,920	14,226	12,659
Number of operating with a suspended license arrests	3,847	3,618	3,279
Number of stolen vehicles reports	1,791	1,499	1,340
Number of stolen vehicle arrests	411	364	283

Proposed Programming

Experience- Provide a summary of previous experience your department has with highway safety initiatives (Click It or Ticket, Massachusetts Law Enforcement Challenge, crash reporting, etc.).

The MSP is a keystone in the effectiveness of the EOPSS-HSD funded highway safety programs, to include BAT Sobriety Checkpoints, CIOT and DDOLUA, deploying approximately 80 checkpoints and over 7,000 selective enforcement patrols annually. The MSP participates annually in the LEC and placed first in the national IACP LE Challenge in 2008.

Timeline- Provide your projected timeline for unit purchase, training, and implementation (January 2011-June 30, 2011).

The Department anticipates purchasing one or both of the demo units currently deployed in the Boston area at reduced costs. If further funding is provided additional units will be purchased and deployed immediately. Troopers are already trained in ALPR use.

Project Activities- Describe your proposed deployment use (how many hours per day, per week, etc.).

The unit(s) will be deployed approximately 8 hours per day on both day and evening shifts.

Capabilities- Describe your department's technical capabilities to implement this program.

The MSP's Management Information Section (MIS) has worked with CJIS and representatives of LSAG and PIPS to successfully deploy and maintain existing demo ALPR's.

Goals- Identify specific, measurable, attainable, realistic and time-bound goals and objectives for this program (i.e. increase uninsured motorist violations by 20% over 2009 levels by August 2011).

ALPR's focus on registered motor vehicle owner based violations, therefore, the Department seeks to deploy the unit(s) as a basis to increase the apprehension rate of unregistered/uninsured motorists, stolen vehicles and unlicensed and wanted operator/owners. The units will also increase the interception rates of BOLO's and "Amber Alerts." These violations and incidents are readily tracked, however, given the current ratio of ALPR's to the number of officers deployed by the MSP, significant percentage increases are not expected until a larger number of ALPR's are deployed.

Evaluation- Describe your evaluation plan (for example, a pre and post data comparison for your community during the grant period with the same time period in the previous year).

The best evaluation of the ALPR will be an assessment of the productivity of the officers deploying ALPR's. The MSP has been tracking these statistics with the demo units currently deployed and significant increases in productivity have been realized.

Additional Information- Provide any additional information about your current and/or proposed ALPR program you would like EOPSS to consider when evaluating your AGF response (major highways through community, commuter population).

As the lead law enforcement agency in the Commonwealth, with statewide jurisdiction, the MSP is in the best position to maximize the effectiveness of ALPR technology. However, given the size of the Department and vast jurisdiction, a significant number of ALPR's need to be deployed to realize a tangible public safety advantage.

BUDGET TEMPLATE

January 2011 - June 30, 2011- also provide specification sheet from your chosen vendor

Equipment	Cost/Rate	Total
1 Fed Sys. PIPS 4 camera ALPR system (demo)	\$18,952	\$18,952
2 LSAG 3 camera ALPR systems	\$20,460	\$40,920
Total		\$59,872

Total funding requested **\$59,872**

Please Note:

If your department does not have an officer safety belt policy, 50% of your total grant award will be deducted. If your department falls into this category, please provide a statement agreeing that the balance will be paid by your department or that no funds will be awarded.

The MSP has an officer seatbelt policy in effect (see attachment).

Grant recipients are required to provide an in-kind (soft) match which represents 20% of the total project cost. For example if you receive \$5,000, your 20% match would be calculated as follows: \$5,000 divided by 80% = \$6,250 X 20% = \$1,250.

FEDERAL IN-KIND MATCH REQUIREMENTS - REQUIRED

Item/Service	Quantity	Cost	Total
ALPR deployment	3 Officers	\$45/hr x 30 hrs/week x 26 weeks	\$105,300

Department's plan to pay for additional maintenance and warranty costs:
The MSP agrees to fund annual maintenance/upgrade and warranty costs within its operational budget.

For EOPSS/HSD Use:

Revised Total Request:

\$ _____

Applications due on or before November 29, 2010 at noon to:

Dan DeMille, Program Coordinator
Executive Office of Public Safety and Security
Office of Grants and Research
Highway Safety Division
10 Park Plaza, Suite 3720
Boston, MA 02116

CHECK LIST

- ☒ Completed Application (original and 8 copies)
- ☒ Required Signatures
- ☒ Safety belt policy or commitment to establish one by DATE
- ☒ Contract Authorized Signatory Listing

Please note that in the event that your department or municipality is selected for an award, a Standard Contract Form and General Subrecipient Conditions will be provided for your signature at that time.

Before signing below, or obtaining signature, please be sure the entire application is complete.

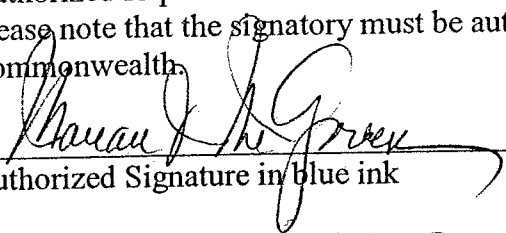
ASSURANCES

The Massachusetts State Police acknowledges and agrees to comply with all grant contract requirements and performance measures. This municipality or department understands and agrees that a grant received as a result of this application is subject to the regulations governing highway safety projects and grant management requirements and will comply with all State and Federal Guidelines. Funding is based on availability of federal funds. I hereby acknowledge my understanding of the above grant requirements and will comply with the best of my ability:

Colonel Marian J. McGovern, Superintendent - Massachusetts State Police

Authorized Representative Name and Title (please print)

Please note that the signatory must be authorized to enter into a contract with the Commonwealth.


Authorized Signature in blue ink

11-29-2010
Date signed in blue ink

Deadline: An original application form with attachments, along with three copies, must be received by HSD by **noon on November 29, 2010**. Faxed and electronic responses will **NOT** be accepted.

*It is suggested that departments verify with EOPSS-HSD receipt of application prior to deadline (this is because of recent mail delivery problems). Please email Dan DeMille at Daniel.DeMille@state.ma.us to verify receipt.



November 5, 2010

REF: 4 Camera Mobile Slate ALPR Price Quote

Mass State Police
Sgt Dan Griffin
470 Worcester Road
Framingham, MA 01702

I'm pleased to provide you with this quote for a **FOUR** Camera Mobile ALPR system "hard" mounted and integrated into an MDT system in your patrol vehicle.

Key points about our company in the ALPR market:

- For more than 16 years, our **only** market focus is specializing in Automatic License Plate Recognition technologies.
- As an Original Equipment Manufacturer, we design, manufacture, and develop our own hardware and software - we control the quality and support of our products from start to finish.
- PIPS offers an ALPR "back-end" analysis software package (BOSS) that provides data-mining of "historic" license plate information obtained and stored from all deployed mobile (and fixed) systems within your department.

Qty	Item	Description	List Unit Cost
1	1	SLATE-750- PLUS MA FOUR Camera Mobile Law Enforcement Package including 750nm illumination, SuperXIII processor, camera cable/connector(s), GPS module, PAGIS software and dongle, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies	\$18,700
1	2	PIPS-SW-BOSS Back Office System Software utilizing Microsoft SQL Express Server Software for system administration, data analysis and data storage, data mining, reporting, mapping via google Maps, remote alerting, and networking in support of inter-agency data sharing. Note: Software includes 1 administrative plus 2 user license.	\$995
1	3	PIPS-SRVC-MVI; Field Engineering services required for the installation of the PIPS Mobile ALPR system on a traffic vehicle including PAGIS in car and BOSS back office software training. Priced on a per car vehicle basis	\$3,200
1	4	BOSS- MAP Advanced Mapping using BING	\$795

Total Cost \$23,690
Evaluation discount \$ 4738
Discounted cost \$18,952



***** **OPTIONS** *****

1	5	(OPTIONAL) PIPS-SVC-MAINT-Mobile Annual maintenance cost for year #2 for the PIPS mobile vehicle system plus the PAGIS in car display software.	\$2000
1	6	(OPTIONAL) PIPS-SRVC-MAINT-BOSS Annual maintenance cost for year #2	\$120
		Freight is included at no charge	

NOTE:

- 1) Only one copy of PIPS-SW-BOSS PRO System Software and one BOSS-SRVR PIPS server is required to support a combination of one or more mobile and/or fixed mobile systems (up to 1,000 separate ALPR mobile or fixed systems), therefore additional vehicles or fixed cameras will not require items 2 and 3 if installed at the same time.
- 2) This quote excludes applicable sales tax and is subject to the attached PIPS' standard terms, conditions and warranties.

Scope of Work:

Our quote **includes** installation. During that time, our system will be installed in your designated vehicles by our installer. After installation, you or the appropriate personnel will receive training on both PAGIS and BOSS by our representative.

Our quote **includes** the cost for our Back Office Server Software (BOSS) that can be installed on a department supplied SQL server. During the installation and training, our engineer will install one copy of this software application that is used for mining of all data collected by each mobile LPR system. The initial cost of installing BOSS for your agency can be utilized for all future PIPS mobile installations within your organization. It can also integrate with other local law enforcement agencies, fixed ALPR sites, or with commercial purchasers of our ALPR systems to provide a comprehensive database of vehicle movement within the surrounding areas where PIPS systems have been deployed.

NOTE 3: This software has a 4GB storage limit (approx. 120,000 license plate reads). If your agency has a full Microsoft Sequel License, BOSS integrates with it and the only limit to data storage would be the amount of server hard disk space available.

NOTE 4: The above \$995 BOSS pricing includes 1 administrative plus 2 user license. Additional concurrent user licenses are priced as follow:

Block of 5	\$2250
Block of 10	\$3500
Block of 25	\$7000



FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well-being.

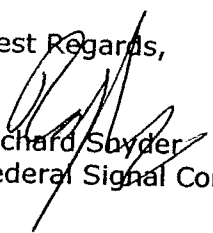
2645 Federal Signal Drive
University Park, IL 60466
www.federsignal.com

All PIPS equipment hardware and software is covered by a one-year parts and labor warranty. Extended warranty agreements are available for the system after the original one-year warranty expires. These agreements supply the end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades sold by PIPS Technology, Inc.

Per Mobile Unit Extended Warranty	Unit Cost
2 nd Year –Annual Mobile System Warranty Renewal	\$2,000
3 rd Year –Annual Mobile System Warranty Renewal	\$2,200
4th Year –Annual Mobile System Warranty Renewal	\$2,400
NOTE: Above price are cumulative. i.e. total 4 yr warranty extension would be \$6,600	

Please let me know if you have any questions or require any additional information.

Best Regards,


Richard Snyder
Federal Signal Corporation

18048

Phone (865) 392-5540 – Fax (865) 392-5595

Innovation Drive, Knoxville TN 37932



November 5, 2010

REF: 3 Camera Mobile Slate ALPR Price Quote

**Mass State Police
Sgt Dan Griffin
470 Worcester Road
Framingham, MA 01702**

I'm pleased to provide you with this quote for a **THREE** Camera Mobile ALPR system "hard" mounted and integrated into an MDT system in your patrol vehicle.

Key points about our company in the ALPR market:

- For more than 16 years, our **only** market focus is specializing in Automatic License Plate Recognition technologies.
- As an Original Equipment Manufacturer, we design, manufacture, and develop our own hardware and software – we control the quality and support of our products from start to finish.
- PIPS offers an ALPR "back-end" analysis software package (BOSS) that provides data-mining of "historic" license plate information obtained and stored from all deployed mobile (and fixed) systems within your department.

Qty	Item	Description	List Unit Cost
1	1	SLATE-750- PLUS MA Three Camera Mobile Law Enforcement Package including 750nm illumination, SupeRexIII processor, camera cable/connector(s), GPS module, PAGIS software and dongle, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies	\$16,550
1	2	PIPS-SW-BOSS Back Office System Software utilizing Microsoft SQL Express Server Software for system administration, data analysis and data storage, data mining, reporting, mapping via google Maps, remote alerting, and networking in support of inter-agency data sharing. Note: Software includes 1 administrative plus 2 user license.	\$995
1	3	PIPS-SRVC-MVI; Field Engineering services required for the installation of the PIPS Mobile ALPR system on a traffic vehicle including PAGIS in car and BOSS back office software training. Priced on a per car vehicle basis	\$3,200
1	4	BOSS- MAP Advanced Mapping using BING	\$795

Total Cost \$21,540
Evaluation discount \$ 4308
Discounted cost \$17,232



***** **OPTIONS** *****

1	5	(OPTIONAL) PIPS-SVC-MAINT-Mobile Annual maintenance cost for year #2 for the PIPS mobile vehicle system plus the PAGIS in car display software.	\$2000
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1	6	(OPTIONAL) PIPS-SRVC-MAINT-BOSS Annual maintenance cost for year #2	\$120
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		Freight is included at no charge	
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NOTE:

- 1) Only one copy of PIPS-SW-BOSS PRO System Software and one BOSS-SRVR PIPS server is required to support a combination of one or more mobile and/or fixed mobile systems (up to 1,000 separate ALPR mobile or fixed systems), therefore additional vehicles or fixed cameras will not require items 2 and 3.
- 2) This quote excludes applicable sales tax and is subject to the attached PIPS' standard terms, conditions and warranties.

Scope of Work:

Our quote **includes** installation. During that time, our system will be installed in your designated vehicles by our installer. After installation, you or the appropriate personnel will receive training on both PAGIS and BOSS by our representative.

Our quote **includes** the cost for our Back Office Server Software (BOSS) that can be installed on a department supplied SQL server. During the installation and training, our engineer will install one copy of this software application that is used for mining of all data collected by each mobile LPR system. The initial cost of installing BOSS for your agency can be utilized for all future PIPS mobile installations within your organization. It can also integrate with other local law enforcement agencies, fixed ALPR sites, or with commercial purchasers of our ALPR systems to provide a comprehensive database of vehicle movement within the surrounding areas where PIPS systems have been deployed.

NOTE 3: This software has a 4GB storage limit (approx. 120,000 license plate reads). If your agency has a full Microsoft Sequel License, BOSS integrates with it and the only limit to data storage would be the amount of server hard disk space available.

NOTE 4: The above \$995 BOSS pricing includes 1 administrative plus 2 user license. Additional concurrent user licenses are priced as follow:

Block of 5	\$2250
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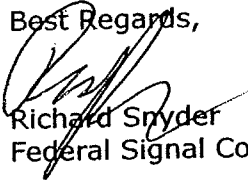
2645 Federal Signal Drive
University Park, IL 60466
www.federalsignal.com

All PIPS equipment hardware and software is covered by a one-year parts and labor warranty. Extended warranty agreements are available for the system after the original one-year warranty expires. These agreements supply the end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades sold by PIPS Technology, Inc.

Per Mobile Unit Extended Warranty	Unit Cost
2 nd Year –Annual Mobile System Warranty Renewal	\$2,000
3 rd Year –Annual Mobile System Warranty Renewal	\$2,200
4th Year –Annual Mobile System Warranty Renewal	\$2,400
NOTE: Above price are cumulative. i.e. total 4 yr warranty extension would be \$6,600	

Please let me know if you have any questions or require any additional information.

Best Regards,



Richard Snyder
Federal Signal Corporation



ELSAG North America Law Enforcement Systems, LLC

November 29, 2010

Lt. Stephen Walsh
c/o Massachusetts State Police
470 Worcester Rd.
Framingham, Massachusetts 01702

Lt. Stephen Walsh,

We are pleased to have the opportunity to provide more information regarding the MPH900. As we have discussed, we look forward to working with you and your Team and providing the superior 24/7 service our clients benefit from.

The ELSAG MPH900 is the only LPR system available that has:

- the ability to be networked to systems currently in place with the over 1,000 other U.S. law enforcement agencies including: Arizona Department of Public Safety, Colorado State Patrol, Ohio State Highway Patrol, Maryland State Police, Metropolitan DC, NYPD, New York State Police, Hartford Police Dept., Norwalk Police Dept., Greenwich Police Dept., Southbridge Police Dept., Wakefield Police Dept., Haverill Police Dept., New Britain Police Dept., Springfield Police Dept., Boston Police Dept., Providence Police Dept., Virginia State Police, Baltimore Police Dept., Norwood Police Dept., Chelsea Police Dept., Salem Police Dept., Brockton Police Dept., Hartford Police Dept., Waterford Police Dept., Stamford Police Dept., Lawrence Police Dept., Southbridge Police Dept., Fitchburg Police Dept. and the Somerville Police Dept.
- 335 different police agencies including the New York State Police with 750 LPR systems in operation.
- a magnetically mounted transportable LPR system with both installation that can readily be interchanged between vehicles and permanent installation options.
- the capability for simultaneous "hands-free" use of up to 8 LPR cameras without forcing the user to select a subset.
- use of a single Laptop/MDT in the vehicle for all police functions including LPR.



ELSAG North America Law Enforcement Systems, LLC

- an "Operations Center" software package that allows central management of LPR data from all cars and sources in the enterprise. The Operations Center enables wireless synchronization.
- the only transportable and fixed systems that can be linked together in a single operations center for consolidated search.
- comprehensive in-car reporting for operator use.
- **the only system on the market that can read Massachusetts license plates during the day and at night with our infrared cameras.**
- **the only LPR system on the market that can read the license plates of all 50 states during the day and at night.**
- **the only system available with digital cameras.**
- commercially available with dozens of units in inventory and deliverable in several days.
- US-based operation headquartered in Brewster, NY with local 24/7/365 support.
- the world's largest mobile LPR deployment, with expertise from supporting a 5000 car base of operations and proven success supporting the technology.
- a strict no public PR policy supporting the technology to enhance effectiveness and officer safety.
- **ability to read and process tags at over 96% accuracy.**
- **available under the New York State OGS/NASPO Contract Guide, RELES awarded New York State Contract #PC62119. It is available under the Multi State Contract which is available to any NASPO State which includes New York, Alaska, Arizona, Arkansas, Florida, Idaho, Louisiana, Maryland, Massachusetts, Minnesota, Mississippi, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Utah, Virginia, and Washington.**
- **Approved vendor by the Executive Office of Public Safety and Security of the Commonwealth of Massachusetts**
- ready to deliver covert solutions.
- the only License Plate Reader which is deployed in all 50 states.
- **the only company that makes a 50mm camera for mobile use which allows you to scan 2-3 lanes of traffic. This is the same camera that was sold and is being used by the Boulder City Police Dept., the Las Vegas Police Dept. Drug Interdiction Unit and Nevada Highway Patrol in the Las Vegas area and the Nevada Highway Patrol and Washoe County Sheriff's Dept. in the Reno area who all are a part of the same Drug Interdiction unit.**



ELSAG North America Law Enforcement Systems, LLC

- **this same 50mm camera is being used by the Vermont Dept. of Motor Vehicle's Commercial Vehicle Enforcement Unit for PRISM enforcement as well as the Vermont State Police and a dozen other agencies in New Jersey. With the 50mm camera facing to the rear of the police unit it will allow this vehicle to capture the front license plates which are 2 and 3 lanes away from the state police vehicle while it is sitting on the shoulder of the road or while on patrol.**

Your state is not that far from Connecticut and as of the writing of this letter we have the following units in operation in the State of Connecticut:

- 1.) Hartford Police Dept. - 2 LPR systems in operation
- 2.) Waterbury Police Dept. - 1 LPR system in operation
- 3.) Stamford Police Dept. - 6 LPR systems in operation
- 4.) New Britain Police Dept. - 4 LPR system in operation
- 5.) New Haven Tax Collector's Office - 4 LPR systems in operation.
- 6.) Greenwich Police Dept. - 2 LPR systems in operation
- 7.) Branford Police Dept. - 1 LPR system in operation
- 8.) Waterford Police Dept. - 1 LPR system in operation
- 9.) Norwalk Police Dept. - 3 mobile LPR systems and 1 fixed LPR system in operation.
- 10.) Clinton Police Dept. - 1 mobile system in operation
- 11.) Darien Police Dept. - 1 mobile system in operation

ELSAG is proud to work with several agencies throughout the Commonwealth already. As the only LPR company that can consistently and in all conditions read the 'red on white' Massachusetts plates at night, the Mobile Plate Hunter has already demonstrated its value helping fight crime and enhance officer safety. The MPF-900 Mobile Plate Hunter is deployed in the following Massachusetts communities:

- 1.) Springfield Police Dept. - 1 LPR system in operation
- 2.) West Springfield Police Dept. - 1 LPR system in operation
- 3.) Chelsea Police Dept. - 1 LPR system in operation
- 4.) Salem Police Dept. - 2 LPR system in operation
- 5.) Somerville Police Dept. - 4 LPR systems in operation
- 6.) Revere Police Dept. - 1 LPR system in operation
- 7.) Norwood Police Dept. - 1 LPR system in operation
- 8.) Brockton Police Dept. - 1 LPR system in operation
- 9.) Essex County Sheriff's Dept. - 1 LPR system in operation
- 10.) Lawrence Police Dept. - 1 LPR system in operation
- 11.) Haverill Police Dept. - 2 LPR systems in operation



ELSAG North America Law Enforcement Systems, LLC

- 12.) Boston Police Dept. – 3 mobile LPR systems and 1 fixed system
- 13.) Fitchburg Police Dept. – 1 LPR system in operation
- 14.) Ashland Police Dept. – 1 LPR system in operation
- 15.) Southbridge Police Dept. – 1 LPR system in operation
- 16.) Malden Police Dept. – 1 LPR system in operation
- 17.) Medford Police Dept. – 1 LPR system in operation
- 18.) Wakefield Police Dept. – 1 LPR system in operation

In New York State we have units being used by 335 different police agencies in New York State alone totaling 750 units and our recognition rate/accuracy rate is approximately 96%. If your department would like to contact some of our references in New York State, Connecticut and Massachusetts, they can contact:

- 1.) PO Daniel Nadeski – Albany Police Dept. – (518) 462-8018 – they presently have 4 units
- 2.) Sgt. Chris Perotta – Yonkers Police Dept. – (845) 679-2422 – they presently have 5 units
- 3.) P.O. Robert Ankenbauer – Somerville Police Dept. (MA) – (617) 908-2746 – they presently have 2 units and he is the IT person in charge of his police department and the NEMLEC community which represents over 50 police agencies in Massachusetts
- 4.) Det. Paul Cicero – Hartford Police Dept. – (860) 982-4805 – they presently have one unit which they have been using since September 2008 and have just taken delivery of their second unit
- 5.) Sgt. Kevin Fitzgibbons – Stamford Police Dept. – (845) 721-6047 – they presently have 3 units
- 6.) Deputy Inspector Terence Hurson – New York City Police Dept. – (646) 610-5390 & Cell# (646) 879-1799 - over 127 LPR systems being used by the New York City Police Dept. Counter Terrorism Unit.
- 7.) P.O. Dan Mc Bride – New Britain Police Dept. – (860) 302-0025 – they have 1 unit in operation
- 8.) Lt. David Wrinn – Norwalk Police Dept. – (203) 216-0799 – they have 2 mobile units and 1 fixed unit in operation.

We helped set up a server with the Stamford Police Dept. so all of the license plate reads can be put into a central data base which would be readily available for all the agencies in the State of Connecticut to store their reads for investigative purposes, and CHSB has been talking about doing the same thing in Massachusetts. This can also be done on a regional basis in your area if the state doesn't follow through on the state wide server. Our Operations Center will allow them to:



ELSAG North America Law Enforcement Systems, LLC

- 1.) Communicate with all cars, cameras, and tactical operations desks in your domain.
- 2.) Collects, analyzes, and manages data automatically, dramatically reducing clerical tasks.
- 3.) Performs intelligence analysis for Automatic License Plate Reader based activities in your domain.
- 4.) Monitors the "state of health" of all units ensuring that each is current with up-to-date information
- 5.) Allows you to close more cases faster with at-your-fingertips data and intelligence.
- 6.) Prevents loss or corruption of data.

The other most important fact about our LPR system is that it allows you to access the database of any other police agency that is also using our equipment. You can't do that with another company's LPR. With the geographic location of your community with New York State, New York City, Massachusetts and Rhode Island you could also share data with them in regards to any investigations that you might be working on. It will also allow all of the agencies in Massachusetts to do the same as they come on line.

One very important thing to keep in mind is that we have 24/7 tech support and our service technicians are based out of Brewster, New York and can be at your location in less than 3 hours if needed. I know our service and support is the best and I know you won't have the same service and support from any other LPR company out there.

I hope this answers some questions that your agency might have, and thank you again for the opportunity to highlight the unique advantages of the Elsag MPH900 system, and if you have any further questions or I can help you in any way feel free to call me. My telephone number is (518) 470-0285.

Sincerely,

Patrick O. Fox
Field Operations Manager

ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

DATE

11/29/2010
QUOTATION

Delivered to:

Massachusetts State Police
Att: Lt. Stephen Walsh
470 Worcester Rd.
Framingham, Massachusetts 01702

Quotation valid until: January 31, 2011

Prepared by: Pat Fox

Projected Arrival Date: TBD

Receipt of Goods

(Please mail or Fax your purchase order to the address and telephone number above and Fax a copy to (518) 452-7777)

NASPO Multi-State Contract #PC62119 Award #19745
Massachusetts State Contract # HLS01
WSCA # PC 62119 Hazardous Incident Response Equipment
(Contract term: 5/20/2007 - 5/10/2010)

MASSACHUSETTS EOPPS FY2011 AUTOMATED LICENSE PLATE GRANT

Model #	Description	Cost	Units	Amount
MPH-900X3 AD3 SPLIT TRANS	Mobile License Plate Reader - Includes 3 units with LPR Processors, 6 cameras (3 color & 3 infrared in 3 enclosures), junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$19,400	1	\$19,400.00
MPH-900 INSTALL	Hedley mounts with 1 Clicker for a Ford Crown Victoria. The cameras will consist of (2) 25mm cameras on the driver's side and a 16mm camera on the passenger side of the vehicle.			
OPERATION CENTER LICENSE	Operations Center License	\$600	1	\$600.00
ADDITIONAL CAR KIT	2 Extra power cords @ \$125.00 each, 1 extra ethernet cord \$100.00, and 1 extra GPS unit with USB extension @ \$110.00 for a Total of \$460.00.	\$460	1	\$460.00
			TOTAL	\$20,460.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$1,600.00 per year	Hardware and Software	
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	
Beyond		Software Only	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____



ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
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MPH-900 INSTALL	Hedley mounts with 1 Clicker for a Ford Crown Victoria. The cameras will consist of (2) 25mm cameras on the driver's side and a 16mm camera on the passenger side of the vehicle.			
OPERATION CENTER LICENSE	Operations Center License	\$600	2	\$1,200.00
ADDITIONAL CAR KIT	2 Extra power cords @ \$125.00 each, 1 extra ethernet cord \$100.00, and 1 extra GPS unit with USB extension @ \$110.00 for a Total of \$460.00.	\$460	2	\$920.00
			TOTAL	\$40,920.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$1,600.00 per year		
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	
Beyond		Hardware and Software	
		Software Only	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____



ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
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(Contract term: 5/20/2007 - 5/10/2010)

MASSACHUSETTS EOPPS FY2011 AUTOMATED LICENSE PLATE GRANT

Model #	Description	Cost	Units	Amount
MPH-900X3 AD3 SPLIT TRANS	Mobile License Plate Reader - Includes 3 units with LPR Processors, 6 cameras (3 color & 3 infrared in 3 enclosures), junction box, cables and related software. (REQUIRES INSTALLATION BY ELSAG N.A. AUTHORIZED PERSONNEL).	\$19,400	3	\$58,200.00
MPH-900 INSTALL	Hedley mounts with 1 Clicker for a Ford Crown Victoria. The cameras will consist of (2) 25mm cameras on the driver's side and a 16mm camera on the passenger side of the vehicle.			
OPERATION CENTER LICENSE	Operations Center License	\$600	3	\$1,800.00
ADDITIONAL CAR KIT	2 Extra power cords @ \$125.00 each, 1 extra ethernet cord \$100.00, and 1 extra GPS unit with USB extension @ \$110.00 for a Total of \$460.00.	\$460	3	\$1,380.00
			TOTAL	\$61,380.00

Service Plan for goods and services provided by the above quote

Year I	Free	Hardware and Software	
Year II	\$1,600.00 per year	Hardware and Software	
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	
Beyond		Software Only	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____





Department of State Police

General Order

Effective Date	November 5, 2008	Number	ADM-19A
Subject			
Vehicle Use and Maintenance			

Policy

Department vehicles shall be maintained in a safe, clean and serviceable condition at all times for reasons of safety and operational readiness, as well as to enhance the Department's public image.

Members assigned a vehicle belonging to various authorities or other governmental agencies, shall ensure they adhere to the authorities/agencies vehicle use and maintenance policies.

Required Equipment

Vehicles used for enforcement purposes may be equipped with, at a minimum:

- Emergency lights and siren;
- Medical kit;
- Fire extinguisher;
- Radios;
- Prisoner safety barrier (marked, semi marked, low profile vehicles);
- Conspicuous markings (marked, semi marked vehicles); and
- All other equipment issued with, or made part of the vehicle according to Department specifications.

Note: Cruiser equipment shall not be altered without prior approval of the Fleet Administrator.

Vehicle Inspection

Vehicles and equipment shall be inspected:

- Prior to the beginning of each shift by the vehicle operator;
- Before and after transporting prisoners for contraband and evidence;
- Quarterly by Station/Unit Commanders and documented according to Department procedures;
- For line or staff inspections; and
- When requested by the Fleet Administrator.

Employees shall immediately report, in writing to their immediate supervisor and the Fleet Administrator, any damage or vandalism to Department vehicles.

Any damage to a Department vehicle caused by a person arrested or summonsed to court shall be immediately reported to the Fleet Section, in order to collect restitution. The Fleet Coordinator shall make arrangements for repairs through the Fleet Section.

**Installation of
Non-Issued
Equipment or
Vehicle
Alteration**

Employees shall not install non-issued equipment in any Department vehicle, without prior written authorization from the Fleet Administrator.

Employees requesting to install non-issued equipment in Department vehicles shall:

- Make written requests through the appropriate channels to the Troop/Section/Unit Commander;
- Agree in writing to assume all responsibility for the loss or theft of the equipment, and any damage caused to the vehicle associated with the installation or removal of the equipment;
- Assume all costs associated with the purchase, installation, and service and/or maintenance fees associated with the installed equipment;
- Notify the Fleet Administrator of the location where the professional installation of the equipment shall occur; and
- Immediately remove any equipment as directed by the Fleet Administrator or proper authority.

The Troop/Section/Unit Commander shall review all requests and forward approved requests to the Fleet Administrator or the proper authority.

The Fleet Administrator shall:

- Approve or deny all written requests; and
- Forward the written approval or denial to the appropriate Troop/Section Commander.

Vehicle Ornamentation and/or Window Tint

Employees shall not affix/install vehicle ornamentation and/or window tint on or in any Department vehicle, including vehicles assigned to various authorities or other governmental agencies, unless approved in advance, and in writing, by the Deputy Superintendent and the Fleet Administrator.

Vehicle Alteration

Employees shall not:

- Remove, cover, or obscure the display of the issued registration plates; or
- Remove cruiser markings from Department vehicles without prior authorization from the Fleet Administrator or proper authority.

Recalls

Manufacturer recalls of Department vehicles shall be posted by the Fleet Administrator according to Department procedures. Employees who are assigned Department vehicles are responsible for checking recalls at least monthly. In the event a recall exists, the employee shall:

- Contact an authorized service center to schedule an appointment for service;
- Ensure the recall work is completed as ordered;
- Forward the repair order to the Fleet Section; and
- Retain a copy of the repair order.

Maintenance

The operators of Department vehicles shall be responsible for:

- Maintaining a clean exterior and interior;
- Scheduling routine service and repairs with Fleet Section personnel, or at authorized service locations;
- Reporting all malfunctions to Department vehicles to the Fleet Administrator;
- Ensuring the vehicle registration is current;
- Ensuring the State Safety and Emission Inspection is current;
- Submitting monthly cruiser information according to Department procedures;
- Daily inspection checks; and
- The removal of snow and ice.

**Daily
Inspection
Checks**

The daily inspection check shall include, but not be limited to, the following checks:

- Fluid levels (oil, coolant, transmission, brake, steering and washer);
- Tires (pressure, wear and condition);
- Belts and hoses;
- Inspection and registration stickers; and
- Emergency equipment.

**Scheduled
Maintenance**

All Department vehicles are required to be serviced at a Department Fleet facility not less than every third oil change or 9,000 mile interval.

Fuel Cards

Fuel cards issued to Department employees are restricted to the purchase of fuel for assigned Department vehicles. All purchases for items, other than fuel, shall result in the payment of restitution and/or disciplinary action. Employees utilizing fuel cards shall:

- Sign a receipt when issued fuel card;
- Enter Fleet vehicle computer number for PIN and current mileage when fueling;
- Immediately report lost or stolen cards in writing to the Fleet Section, through channels;
- Fuel vehicles at authorized facilities;
- Purchase regular unleaded fuel only, unless otherwise authorized;
- Use self-service facilities, whenever possible, to assist in controlling Department fuel expenditures;
- Ensure vehicle fuel tanks remain at least half full at all times; and
- Turn in fuel cards through channels to the Fleet Administrator upon any leave in excess of thirty (30) or more days.

Note: Employees shall comply with Massachusetts General Law c. 90 s. 13 by not leaving their vehicle running while unattended, unless within the scope of their duties e.g. motor vehicle stops.

Subject	Vehicle Use and Maintenance	Number	ADM-19A
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Transponders and Snow Gate Access Cards

Non-revenue Fast Lane Transponders and Snow Gate Access Cards are only to be utilized for official business in Department assigned vehicles. Electronic data associated with the use of these items shall be monitored to ensure compliance. Use of non-revenue Fast Lane Transponders and Snow Gate Access Cards constitutes express consent for the Department to monitor and/or inspect any data created in the course of such use.

Employees assigned non-revenue Fast Lane Transponders and Snow Gate Access Cards shall:

- Use the Fast Lane;
- Make appropriate arrangements with the Fleet Administrator to transfer the transponder if assigned a different vehicle;
- Immediately report lost or stolen transponders or Snow Gate Access Cards in writing to the Fleet Administrator, through channels; and
- Turn in non-revenue transponders and Snow Gate Access Cards through channels to the Fleet Administrator upon any leave in excess of thirty (30) or more days.

Emergency Operation and Response

Members responding in emergency vehicles shall operate vehicles with due care and regard for the safety of all persons and property.

Members, in an emergency and while in the performance of duty:

- May drive in excess of the applicable speed limit, if exercising caution and due regard under the circumstances; and
- May drive through an intersection, contrary to traffic signs or signals, after coming to a full stop, and then proceeding with caution; and
- Shall never pass a school bus that has stopped to allow pupils to alight or board and has its red lamps flashing.

Response	Action
Non-emergency/non-life threatening.	• Emergency lights and/or siren need not be used; and • Observe all traffic laws and regulations.
Emergency, but non-life threatening.	• Emergency lights and sirens may be utilized; and • May use discretion in approach.
Actual or potential life-threatening injuries or violent situations.	• Utilize emergency lights and sirens; • Expeditious response with due care and regard for public safety; and • May use discretion in approach.

Subject	Vehicle Use and Maintenance	Number ADM-19A
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Seatbelts

All occupants shall properly wear seatbelts while traveling in any state owned vehicles as mandated by Executive Order No. 241.

Airbags

No object shall be placed on or in the path of airbags for safety reasons. Airbag switches shall not be installed in any Department vehicle without the prior written approval of the Fleet Administrator.

References

ADM-19 Vehicle Management
 TRF-20 Department Vehicle Crashes
 Executive Order No. 241 Use Of Seat Belts By State Employees
 MGL c. 90 s.13 Safety Precautions for Proper Operation and Parking of Vehicle and Buses
 M.G.L. c.89, s.7B
 M.G.L. c.90, s.14

Promulgated By:



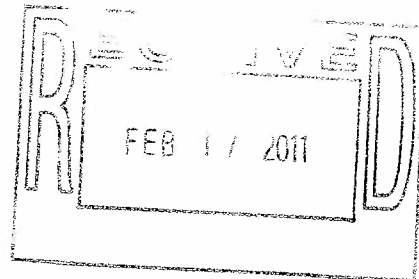
U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

Region 1
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Volpe Center,
Kendall Square
55 Broadway, RTV-8E
Cambridge, MA 02142-1093
Tel. 617-494-3427
Fax 617-494-3646

February 16, 2011

Sheila Burgess, Director
Highway Safety Division
Executive Office of Public Safety and Security
Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116



Dear Director Burgess:

We have reviewed your February 10, 2011 letter regarding the FFY 2011 Task AL-11-17. We approve the request to acquire 27 Automated License Plate Readers (ALPR) units, software, warranty, installation and licenses by the Massachusetts State Police (MSP) and local police departments for a total budget amount of \$500,432.40. The share of the total cost for the ALPR package funded from NHTSA grants shall be proportional to the highway safety benefit expected from the planned use of this equipment.

The Highway Safety Division should ensure that this equipment is used for the originally authorized grant purposes for as long as needed for those purposes (23 CFR § 1200.21(b)). Further, the Highway Safety Division should ensure that the subgrantee shall manage and dispose of this equipment in accordance with State laws and procedures (23 CFR § 1200.21(c)).

Please do not hesitate to contact me or Charlene F. Oakley if you have any further questions or concerns.

Sincerely yours,

Philip J. Weiser
Regional Administrator



DOT AUTO SAFETY HOTLINE
888-DASH-2-DOT 888-327-4236
www.safercar.gov
www.safertruck.gov



The Commonwealth of Massachusetts
Executive Office of Public Safety
and Security

Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

617-725-0267

www.mass.gov/eopss

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth
Heffernan
Secretary

Ellen J. Frank
Executive Director

February 10, 2011

Mr. Philip Weiser, Regional Administrator
National Highway Traffic Safety Administration
55 Broadway – Kendall Square
Cambridge, MA 02141

Dear Mr. Weiser:

I am writing to request your approval to fund the purchase of 27 Automated License Plate Readers (ALPR) by the Massachusetts State Police (MSP) and local police departments. The purchase will take place as part of the ALPR program approved in the FFY 2011 Highway Safety Performance Plan (AL-11-17) from Sections 154AL and 402. From the budget each department is eligible to purchase: ALPR unit, software, warranty, installation, and licenses.

The Executive Office of Public Safety and Security/Highway Safety Division (EOPSS/HSD) plans to enter into an Interdepartmental Service Agreement (ISA) with MSP and contracts with local police departments later this month totaling \$500,432.40 to purchase the equipment. EOPSS/HSD will fund the full purchase price of the equipment. Each department will contribute a minimum of 25% of in-kind match. A list of departments and budgets is attached. A separate letter will be sent today requesting an increase in the budget of AL-11-17.

Language will be included in the ISA and contracts to ensure that all equipment will be received by the close of the state fiscal year on June 30, 2011 and an inventory of equipment purchases in accordance with state and federal regulations will be maintained. EOPSS/HSD will ensure that all equipment is used for the originally authorized grant purpose for as long as needed. EOPSS/HSD will also manage and dispose of this equipment in accordance with state laws.

We would appreciate prompt review and approval of this request. If you have any questions please do not hesitate to contact me at Sheila.Burgess@state.ma.us or 617-725-3307.

Sincerely,

Sheila Burgess, Director
Highway Safety Division

Police Department	Budget
Amherst	\$ 18,945.00
Brookline	\$ 20,460.00
Burlington	\$ 16,950.00
Fall River	\$ 18,975.00
Foxborough	\$ 18,945.00
Franklin	\$ 18,945.00
Gloucester	\$ 22,362.20
Haverhill	\$ 19,896.00
Hingham	\$ 20,073.00
Longmeadow	\$ 18,945.00
Lowell	\$ 17,350.00
Lynn	\$ 18,945.00
Malden	\$ 16,950.00
Massachusetts State Police	\$ 18,952.00
Newton	\$ 14,400.00
Peabody	\$ 16,350.00
Pittsfield	\$ 18,945.00
Plymouth	\$ 18,945.00
Quincy	\$ 17,285.00
Randolph	\$ 16,950.00
Reading	\$ 16,950.00
Revere	\$ 18,945.00
Shrewsbury	\$ 18,945.00
Springfield	\$ 17,285.00
Taunton	\$ 18,187.20
Tewksbury	\$ 21,607.00
Worcester	\$ 18,945.00
	\$ 500,432.40

PROJECT FILE REVIEW CHECKLIST

Grantee: <u>Lowell PD</u>	Reviewer: <u>Chalene Oakley</u>
Project Number: <u>2011 Lowell XXXXX</u>	Review Date: <u>6/21/11</u>
Project Title: <u>ALPR 154-AL</u>	Personnel Interviewed: <u>Caroline / Susan</u>
Federal Fiscal Year: <u>2011</u>	Funding Source (e.g. 405, 410): <u>154-AL</u>
Federal Funds <u>Awarded</u> : <u>17,350.-</u>	Federal Funds <u>Expended</u> : <u>17,350.-</u>
Project Description: <u>ALPR</u>	Project Objectives: <u>Road Safety</u>

MAJOR DOCUMENTS Are the following documents in project file?

Project Agreement	☒ Yes / ☐ No If "no", explain
Certification Statements	☒ Yes / ☐ No If "no", explain
Project Period	☐ Entire RFY (Oct 1-Sept 30) OR From <u>2/11</u> to <u>6/11</u>
Project Modifications	Yes ☒ No ☐
Progress Reports	Project Scope ☐ Budget ☐ Yes, all ☐ Yes, some ☐ No (explain) <u>NA</u>
Monthly ☐ Qtrly ☐ Other ☐	
Final Report	Yes / No If "no", explain
Notes/Comments:	

Budget Breakdown/Cost Categories (OPTIONAL)	
Personal Services	\$
Travel	\$
Equipment	\$ <u>17,350.-</u>
Admin. Costs	\$
Other	\$
Other	\$
Other	\$
TOTAL	\$ <u>17,350.-</u>

PROJECT MANAGEMENT

Is there sufficient problem identification to justify this project?	☒ Yes / ☐ No If "no", explain
Is the contract/project agreement consistent with the current HSP?	☒ Yes / ☐ No
Are project goals, objectives and performance indicators measurable and reasonable?	☒ Yes / ☐ No If "no", explain
Is there progress toward goals, objectives and performance indicators?	☒ Yes / ☐ No If "no", explain

If not, does file explain why, or does SHSO cite this as an issue?	Yes / No If "no", explain
Was the project implemented as scheduled?	<u>Yes</u> / No If "no", explain
If not, what adjustments were made to ensure project objectives were achieved?	
Is there any evidence of highway safety training provided to project personnel?	Yes / No <u>Unknown</u> / NA
Type of training, if known:	
Do project activities fall within the scope of the specific funding source? (S. 405, S.410)	<u>Yes</u> / No / N/A
Are the progress/final reports thorough and complete?	Yes / No If "no", explain <u>N/A</u>
Notes/Comments:	

PROJECT MONITORING

Is there evidence of project monitoring in file? If so, was monitoring: On-site _____ Telephone _____ Desk Review _____ Email <u>X</u>	<u>Yes</u> / No If "no", explain
Check Those that Apply: Financial/Invoice Review _____ Project Activity Review _____	
Does the monitoring of this project comply with the SHSO monitoring policy/procedures?	<u>Yes</u> / No If "no", explain
Did monitoring verify supporting/source documentation including: Personnel Costs Purchases Travel Equipment/property	Yes / No / NA Yes / No / NA Yes / No / NA <u>Yes</u> / No / NA
Were the monitoring efforts and reporting both thorough and complete?	<u>Yes</u> / No If "no," explain
Was there documentation to show that monitoring findings and other issues were communicated to the grantee and to SHSO management?	Yes / No / <u>NA</u> If "no", explain
Were recommendations to address these issues outlined with the grantee and SHSO management?	Yes / No / <u>NA</u> If "no", explain
Were they resolved successfully?	Yes / No / <u>NA</u> If "no", explain
Notes/Comments:	

FINANCIAL MANAGEMENT (Answer all applicable questions)

Is the budget adequate and reasonable for the project's stated problems and proposed solutions?	Yes / No If "no", explain
Are claimed costs contained in the approved project budget?	Yes / No If "no", explain
Are claimed costs incurred during project period?	Yes / No If "no", explain
Do claims conform to cost principles identified in the Highway Safety Grant Funding Policy for Field-Administered Grants?	Yes / No If "no", explain
Do claims comply with any grant-specific restrictions and allowable use of funds (e.g. §405, 410)?	Yes / No If "no", explain
Does the project file provide source documentation to support each voucher/subgrantee claim for reimbursement?	Yes / No If "no", explain
Are claims reviewed and approved by authorized SHSO official(s)?	Yes / No If "no", explain
Are vouchers submitted and reimbursed in a timely manner?	Yes / No If "no", explain
Is program income documented and handled properly?	Yes / No NA If "no", explain
If program income is being used as cost sharing or matching, has regional approval been issued?	Yes / No NA If "no", explain
If project-specific match is required, is it adequate and documented?	Yes / No / NA If "no", explain
Did the grantee receive reimbursement for indirect costs?	Yes / No
If yes, does the State have documentation of:	
The subgrantee's approved indirect cost rate by the Federal Cognizant agency, OR	Yes / No
The subgrantee's indirect cost rate based upon an indirect cost allocation plan that has been negotiated and monitored by the State?	Yes / No
If the subgrantee is a State agency, does the HSO have a 10% interagency service rate/indirect cost of direct salary and wages (unless that agency has an actual Federally approved rate of less than 10%)?	Yes / No / NA
Did grantee seek reimbursement at a rate greater than the approved or negotiated rate?	Yes / No If "yes", explain
Notes/Comments:	

Signed contract in March Machine received
 haven't Vouchered for it yet

--

PROJECT EQUIPMENT

NA

Was equipment in the approved project budget?	Yes / No
Did equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more receive prior written approval from the Approving Official?	Yes / No / NA If "no", explain
Did the State, subgrantee or contractor manage and dispose of equipment in accordance with State laws and procedures?	Yes / No
Did the State submit to NHTSA a written request seeking approval for disposition of equipment purchased over \$5,000 with grant funds?	Yes / No / NA
Is purchased equipment used for its intended highway safety purpose?	Yes / No If "no", explain
Notes/Comments:	

TRAVEL

NA

Was travel part of the approved project?	Yes / No / NA If "no", explain
Does the file contain supporting documentation for claimed travel costs?	Yes / No If "no", explain
Notes/Comments:	

EVALUATION

Is there evidence of project evaluation? If so, what type: Administrative Impact Other	Yes / No / NA
Notes/Comments:	

SUMMARY AND RECOMMENDATIONS

Follow-up Questions for State Project Manager:

Findings or Issues for Management Considerations:

Information Needed to Support Preliminary Concerns/Issues:

General Comments (such as project strengths):

Massachusetts Executive Office of Public Safety
Office of Grants and Research
Interdepartmental Service Agreement (ISA) Signature Form

To be completed by Division Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

DD
Grant Manager Initials

Shirley B
Division Director Signature

11-18-10
Date

To be completed by Fiscal Staff: Document No: ISA EPS FY11 ABCCTRB 11A BGRG/BGCN
MMARS Info:

Unit:	Appropriation:	Program Code:	Amount:
<u>3920</u>	<u>80004804</u>	<u>FY11TRNG</u>	<u>25,000</u>
<u>CPSCCA</u>			
UAID			
			<u>11/23/10</u>
			Date

To be completed by Executive Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

Ellen G. Frank
Executive Director Signature

11-23-10
Date

To be completed a Fiscal Manager : MMARS Authorized Signatory

☐ Electronic Signature Used: (UAID) _____

☐ Live Signature Used: (Administrator with DHSA)

As an authorized signatory, I certify under the pains and penalties of perjury that my signature shall operate as the Department Head's certification that document listed above, which will reside on MMARS electronically as the official record, and the underlying supporting documentation attached to this authorization form, are accurate and complete, that all other required approvals have been obtained and are attached, that the expenditure or other obligation is supported by sufficient legislatively authorized funds, is made in accordance with the Department's legislative mandates and funding authority, and complies with all applicable laws, regulations, policies and procedures.

Paul A. [Signature]
Authorized Signatory

PSD
Title

11-24-10
Date

MMARS Transaction Submitted by: EPS 18074
UAID

11/26/10
Date

Vendor Name: APC 11641 2011 / AC-11-061 \$25,000



COMMONWEALTH OF MASSACHUSETTS
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2011		RFR REFERENCE NUMBER ENTER RFR NUMBER: OR <u>X</u> N/A.				
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EPS/EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: TRE				
BUSINESS MAILING ADDRESS: 10 PARK PLAZA, SUITE 3720, BOSTON, MA 02116		BUSINESS MAILING ADDRESS: ONE ASHBURTON PLACE 12 TH FLOOR, BOSTON, MA 02108				
ISA MANAGER: PAUL GARRITY, BUDGET DIRECTOR, OFFICE OF GRANTS AND RESEARCH		ISA MANAGER: MEGHAN EBBS, ASSISTANT DIRECTOR OF BUSINESS & FINANCIAL OPERATIONS				
PHONE: 617-725-3373	FAX: 617-725-0260	PHONE: 617 367 3900	FAX: 617 367 3645			
E-MAIL ADDRESS: PAUL.GARRITY@STATE.MA.US		E-MAIL ADDRESS: MEBBS@TRE.STATE.MA.US				
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.) <u>X</u> New ISA. Current Maximum Obligation for total duration of ISA \$ <u>\$25,000</u> (Use "N/A" for Non-Financial ISA.) (Complete Attachment B) ___ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments) ___ Amend Budget/Accounts. Change Maximum Obligation from: \$ _____ to New Maximum Obligation \$ _____ (Attachment B) ___ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B) ___ Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: _____ (Subject to execution dates below.) ___ Amend Scope of Services/Performance						
BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: To conduct an Enhanced Liquor Enforcement under the direction of the Executive Office of Public Safety and Security.						
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? ___ No <u>X</u> Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.						
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code. <u>X</u> BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds. ___ BGCS – subsidiarized (budgetary) ___ Other (CT, RPO as authorized by CTR): _____ ___ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA. ___ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)						
<u>X</u> ADD	DELETE	NO CHANGE	Account: 80004804	Fund: 0100	Major Program Code: HSPGTS	Program Code: FY11TRNG
ADD	DELETE	NO CHANGE	Account:	Fund:	Major Program Code:	Program Code:
ADD	DELETE	NO CHANGE	Account:	Fund:	Major Program Code:	Program Code:
ADD	DELETE	NO CHANGE	Account:	Fund:	Major Program Code:	Program Code:
ISA ANTICIPATED START DATE: <u>10/1/10</u> , provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.						
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <u>9/30/11</u> unless terminated or properly amended in writing by the parties prior to this date.						
BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.						
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE: <u>Ellen G. Frank</u> DATE: <u>11-23-10</u> (Date must be handwritten by signatory at time of signature)				SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE: <u>Robert F. Turnbull</u> DATE: <u>11-23-10</u> (Date must be handwritten by signatory at time of signature)		
PRINT NAME: ELLEN FRANK				PRINT NAME: <u>Robert F. Turnbull</u>		
PRINT TITLE: EXECUTIVE DIRECTOR, OFFICE OF GRANTS AND RESEARCH				PRINT TITLE: <u>Fiscal Manager</u>		

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or

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

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until it is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the affect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

The Alcoholic Beverages Control Commission (ABCC) will conduct an Enhanced Liquor Enforcement Program.
Goal: Reduce drinking among 15-20 year olds, thereby reducing the number of youth involved in drinking under the influence incidents, resulting in a reduction of DUI accidents and fatalities.

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

The ABCC has developed and implemented a course series to train local and state law enforcement officers in Enforcement of the Massachusetts Liquor Control Act and False Identification and Fraudulent Document Detection. These classes will be presented to approximately 150 police departments representing 700 officers throughout the Commonwealth.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

The ABCC will provide several in-kind contributions. The investigators will provide additional work hours both in support of and in addition to the hours scheduled for enforcement that is paid by EOPSS/HSD. Further, the administrative staff of the ABCC also provides additional work hours both in support of and in addition to the hours scheduled for enforcement that is paid by EOPSS/HSD. In-kind match will be approximately 20% of total award.

A work plan, monthly timeline and specific performance measures or program implementation will be developed and submitted to the HSD within two weeks of the award of the contract.

The HSD reserves the right to change the Scope of Services, work plan, timeline and budget of the project.

Contractor will participate in an ongoing HSD evaluation of the program performance, goals, and accomplishments.

The HSD prohibits the release, distribution and publication of any information prepared for the HSD without prior approval from the Program Coordinator.

The EOPSS will be notified in advance and credited in any press statements, speeches and publications conducted by the contractor regarding this contract. Copies of any statements, speeches and publications will be sent to the HSD for prior approval.

Contractor will submit a copy of any sub-contracts for the HSD review and contract file.

All printed material and incentives associated with this contract must receive prior HSD approval and include the following text: "This program is funded by the Executive Office of Public Safety and Security."

All articles produced for newsletters, newspapers and web sites must receive HSD approval prior to release.

Contractor will submit a signed original and two copies of a monthly Expenditure Report for reimbursement of expenses no later than the 15th of the month following activity. The report will be based on approved monthly expenses.

Contractor will submit a monthly narrative report detailing services performed during the reporting month. The monthly report will list each of the program objectives outlined in the Scope of Service and the status of each objective on a monthly basis. This report is due no later than the 15th of the month following activity. The financial and activity reports for all services conducted through June 30, 2011 must be submitted no later than July 30, 2011 or risk non-reimbursement. In-kind reports will be submitted monthly.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



Contractor will submit an Annual Report giving a detailed administrative evaluation. Report is due no later than October 15, 2011.

Supplanting of funds is prohibited. Funds for program and services provided through this grant are intended to supplement other state or federal funding sources. Specifically that means that no position previously funded by the Massachusetts legislature through a state agency may be supported with NHTSA funds.

No changes may be made in the approved line item budget without a written request from the contractor, followed by written approval from the HSD.

Lack of activity and failure to meet financial and programmatic deadlines may result in contract suspension or termination.

The HSD does not reimburse for tolls, parking, and entertainment.

ADDITIONAL TERMS AND CONDITIONS

Audit shall be performed in accordance with Circular A-133. A copy of report shall be submitted to the Highway Safety Division within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

ABCC employees are specially trained for this type of training and administrative action.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? ____ No x Yes.
If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

A08 and A07 object codes will be utilized under this ISA. The ABCC investigators are specially trained in this function.

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)
N/A

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

No equipment purchases are currently planned. However, if equipment purchase requests are approved, the ABCC will procure, receive, maintain custody and provide upkeep of equipment indicated in the proposal. The ABCC will maintain inventory records indicating unit manufacturer, model, serial number, date of purchase, physical location of equipment and equipment condition and will include that information as equipment inventory reports for the duration of the useful life of the equipment. Reports are subject to validation by EOPSS.

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

Contractor will submit a signed original and two copies of a monthly Expenditure Report for reimbursement of expenses no later than the 15th of the month following activity. The report will be based on approved monthly expenses.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



Contractor will submit a monthly narrative report detailing services performed during the reporting month. The monthly report will list each of the program objectives outlined in the Scope of Service and the status of each objective on a monthly basis. This report is due no later than the 15th of the following month.

Contractor will submit an Annual Report giving a detailed administrative evaluation. Report is due no later than October 15, 2011.

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

The HSD reserves the right to change the Scope of Services, work plan, timeline and budget of the project.

Audit shall be performed in accordance with Circular A-133. A copy of report shall be submitted to the EOPSS-OGR-HSD within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

ABCC agrees to not supplant these funds with any other funds associated with the agency or funding sources.

The measurement of success/evaluation method, self-sufficiency plan, and institutional plan are identified in the attached ABCC proposal.

Basic Federal Grant Conditions

The basic federal grant conditions that follow apply to all federal grants, regardless of the federal department making the funds available.

- Audit Requirement of Federal Funds
 - OMB Circular A-133 – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$500,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement:
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- Cost Principles for Federal Grants to *State and Local Governments*
 - 2 CFR Part 225 (formerly known as OMB Circular A-87) – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Addendum 2**.
 - Travel costs are allowable if pre-approved by the OGR and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities. The following link provides the full text of this basic federal grant requirement:
http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.
- Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* - These requirements apply to only the non-profit and higher education subrecipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



- o 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.

Nondiscrimination Requirements – If you receive federal funds, you must comply with, and require your subcontractors, if any, to comply with, all applicable nondiscrimination requirements of federal law, which may include the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-12134), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), equal protection of the laws for faith-based organizations (Exec. Order No. 13,279), and meaningful access for persons with limited English proficiency (Exec. Order No. 13,166).

U.S. Department of Transportation Funds

The National Highway Traffic Safety Administration of the U.S. Department of Transportation offers two documents that present requirements for the use of the funds and outline the purpose of each category of grants provided.

- The links for the two programmatic and financial guide documents made available from the National Highway Traffic Safety Administration are as follows:
 - o Highway Safety Grant Funding Policy:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf

Pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.

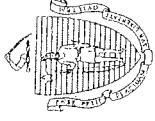
A more complete document on administrative requirements is found in 49 CFR Part 18 - the Uniform Administrative Requirement for Grants as promulgated by the U.S. Department of Transportation.

- o Highway Safety Grant Management Manual:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_ManI_Content1_01.html. This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.
- Subrecipients of federal grant funds are responsible for understanding and following both the **Federal and State Conditions**.
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
 - o If you need additional time to complete the scope of work for your grant award, OGR may grant a time-only extension so long as the revised contract containing the extension request is executed by both the subrecipient and OGR before the current end date of the contract. No time extension can be granted if the revised contract form is executed after the current end date of the contract.
 - o Requests for time extensions must to be made at least 30 days before the end date of the contract.
- **Award amounts remaining at the end of the contract** will be reverted back to OGR. All goods must be received and all services rendered by the end date of the contract.
- OGR must receive all **requests for reimbursement** within 30 days of the end date of the contract. Requests for reimbursement received after 30 days may result in non-payment at the option of OGR. Reimbursement under a subsequent contract may also be withheld pending resolution of any pending documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.
 - If the **request for reimbursement** is returned due to incomplete documentation, the request must be resubmitted in the time noted by OGR when the request was returned.
- All **programmatic and financial reports** must be received in accordance with the requirements of your specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** charged to grant awards will currently be paid at the lesser of \$.40 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- Program costs associated with **indirect cost rates** will not be reimbursed without documentation of the rate having been approved by a federal agency
- Subrecipients must follow the **procurement practices** of their organization. You should ensure that your procurement practices conform to any specific federal guidelines found the references in the federal conditions

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



- section above. Where there is a difference between the practices of the subrecipient organization and a federal guideline, the more restrictive procedure applies.
- As discussed in the federal conditions above, you are required to have an annual audit of federal funds if your agency receives more than \$500,000 in federal funds from all sources. OGR has developed a "self-identifying" form titled "**Federal OMB Circular A-133 Audit Form**" to be submitted to OGR at the end of the fiscal year and after the completion of your A-133 federal funds audit. The form asks if you were required to have an audit and, if so, to identify any findings related to the federal funds awarded by OGR. Submission of this annual reporting form is required.
 - You should anticipate periodic compliance **site visits**. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by OGR.
 - All grant-related documentation must be retained for a period of 6 years from the close of the contract.
 - In the event that your funded program is **evaluated** by an outside evaluator during the funded project period, notify OGR in writing and provide a copy of the evaluation.
 - It is your responsibility to **report any alleged fraud, waste or abuse** to the Office of the State Auditor and to the applicable federal agency. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
 - If the **use of the grant funds has not begun** within 60 days of the start of the contract, you must report to OGR the steps taken to initiate the grant activities, the reasons for the delay and the expected start of the use of the funds. If the use has not begun in a meaningful way, OGR reserves the right to cancel the contract.
 - Whenever you plan to **implement the grant activities through the use of other contractors**, you must incorporate the grant provisions in this document into those subcontracts and seek the approval of OGR before to executing those subcontracts.
 - If your grant or contract calls for the creation or production of **instructional materials**, the materials will be "work made for hire," as defined in United States copyright law, and EOPSS shall be considered the author. EOPSS shall be the sole owner of all rights in these materials, including copyrights and all rights to use, reproduce, or publish the materials, and you may not use, reproduce, or distribute such materials without prior written approval of EOPSS. If your project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material.



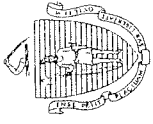
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

ATTACHMENT B - BUDGET

Check one: ☒ Initial ISA Budget
☐ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ _____
PRIOR MMARS DOCUMENT ID: _____
CURRENT Doc ID: ISAEPF11ABCCTRE11A [See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]
(for reference - if applicable)

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial ISA Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	New Amount After Amendment
2011	8000-4804	AA	Overtime/Shift Differential	\$17,793.00				
2011	8000-4804	DD	Payroll Taxes @ 1.91% And additional expenses	\$ 420.00				
2011	8000-4804	EE	Indirect Cost @ 10%	\$ 1,787.00				
2012	8000-4804	AA	Overtime/Shift Differential	\$ 4,300.00				
2012	8000-4804	DD	Payroll Taxes @ 1.91%	\$ 200.00				
2012	8000-4804	EE	Indirect Cost @ 10%	\$ 500.00				
18082								

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA		
FISCAL YEAR: 2011	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$20,000.00
FISCAL YEAR: 2012	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 5,000.00
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)		\$25,000.00
Additional Budget Specifications:		



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

ATTACHMENT C - FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

☒ NEW ISA	ISA AMENDMENT
BUDGET FISCAL YEAR: 2011	
BUYER/PARENT DEPARTMENT: Executive Office of Public Safety and Security	
SELLER/CHILD DEPARTMENT: Office of the State Treasurer/ABCC	
CTR ONLY - REVENUE BUREAU WILL ASSIGN	
Revenue Source	
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW	
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)	
Appropriation Number:	Payroll Indicator: ☒ Yes ☐ No
Budgetary Estimated Receipts \$20,000.00	BGCN Document Identification No.: ISAEPSFY11ABCCCTRE11A
COST ACCOUNTING STRUCTURE (BGRG- BQ88)	
Total Maximum Obligation of ISA: \$25,000.00	BGRG Document Identification No.: ISAEPSFY11ABCCCTRE11A
MAJOR PROGRAM TABLE SET-UP	
Major Program (6 chars. or less): HSPGTS	Major Program Short Name (same as appropriation number): 80004804
Major Program Name: HIGHWAY SAFETY PROGRAMS ON GTS	
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD	
Effective From Date: 10/01/2010	Effective To Date: 11/30/2011
Program Period:	Program Period Short Name:
Program Period Name:	PROGRAM TABLE SET-UP
Effective From Date: 10/01/2010	Effective To Date: 11/30/2011
Program Name: ABCC FY11 TRAINING	Program Short Name: FY11 TRNG
Program Code: (MUST START WITH "F" followed by up to 9 characters) FY11TRNG	Sub Account: 0000
FUNDING PROFILE - FUNDING LINE	
Draw Name:	Customer ID
EDCAPS:	VC7000000001
ECHO:	VC7000000002
LOCES:	VC7000000003
SMARTLINK:	VC7000000004
ASAP- OTHER:	VC7000000005
ASAP:	VC7000000006
GRANT- NON DRAW:	VC7000000007
Payment System Code - Check one option only	
☒ D ☐ E ☐ L ☐ S ☐ Y ☒ Z	
FUNDING IDENTIFICATION	
Federal Catalog Agency: (2 digit code) 20	Federal Catalog Suffix: (3 digit code) 600
Letter of Credit No.	

Authorized Signatory Seller/Child Department: Brian F. Turnbull Date: 11-15-10 Name: Brian F. Turnbull

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



The Interdepartmental Service Agreement (ISA) Form is issued by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. The ISA Instructions are provided to assist both Buyer/Parent and Seller/Child Commonwealth Departments with the interpretation and completion of the ISA Form and are incorporated by reference into the ISA. The ISA Form is the "Contract" that documents the business agreement (joint venture) between two Commonwealth departments within the Executive, Judicial and Legislative Branches of government. A Department must be recognized as a Department in the State Accounting System (hereinafter referred to as "MMARS") in order to transfer or receive funding under an ISA. The ISA must comply with funding language in any appropriation act funding the ISA, as well as all applicable general and special state or federal laws, regulations. The Buyer/Parent and Seller/Child are responsible for reviewing and complying with the applicable CTR policies (including but not limited to the ISA, electronic signature and state finance law policies) located at the CTR Knowledge Center under Procurement and Contracts and also at the CTR Website at: Comptroller Policies. While reasonable efforts have been made to assure the accuracy of the legal requirements for ISAs, Departments should consult with their legal counsel to ensure compliance with all legal requirements related to their performance under an ISA. PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT PERIODICALLY FOR UPDATES.

- ➔ **MMARS DOCUMENT ID:** Enter the state accounting system (MMARS) BGCN or BGCS or other authorized MMARS document number associated with this ISA. ISA related DOC ID Numbering must be done as described below. The Doc ID must be the Doc ID entered into MMARS and reflected on the supporting ISA paperwork. All ISA Doc IDs MUST START WITH "ISA", as follows:

EXAMPLE DOC ID Number: **ISAEPS12345678SDF06A**

First 3 Characters	Second 3 Characters	Next 8 Characters	Next 3 Characters	Next 2 Characters*	Last Character
ISA	Buyer/Parent Department Alpha	Buyer/Parent defined. May be numeric, alpha or combination	Seller/Child Department Alpha	Fiscal Year	A (initial document) B (1st Amendment) C (2nd Amendment)
ISA	EPS	12345678	SDF		

- ➔ **BUDGET FISCAL YEAR:** Enter the Budget Fiscal Year of the ISA or ISA Amendment, as appropriate.
- ➔ **REQUEST FOR RESPONSE REFERENCE NUMBER:** If the Seller/Child responded to an RFR that was posted on CommPASS, enter the RFR Reference Number as posted. If an RFR was not used, indicate "N/A". Seller/Child Departments may respond to a Request for Response (RFR) or other solicitation of a Buyer/Parent Department. If the Seller/Child Department is selected as a contractor, the ISA Form must be used as the "contract" (instead of the applicable Commonwealth Terms and Conditions and Standard Contract Form and Instructions).
- ➔ **BUYER/PARENT/SELLER/CHILD DEPARTMENT NAME:** Enter the 3 Alpha MMARS Department Code. For Example "CTR" for the Office of the Comptroller.
- ➔ **BUSINESS MAILING ADDRESS:** Enter the address where all correspondence to the ISA Manager must be sent. Unless otherwise specified in the ISA, legal notice sent or received by the Department's ISA Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the ISA Manager will meet any requirements for written notice under the ISA.
- ➔ **ISA MANAGER:** Identify the authorized ISA Manager who will be responsible for managing the ISA. ISA Managers must be Department Head Authorized Signatories in order to execute the ISA and otherwise obligate the Department with the appropriate MMARS Security to support Department Head Signature Authorization.
- ➔ **PHONE/FAX/E-MAIL ADDRESS:** Identify the phone, fax number(s) and electronic mail (e-mail) address of the ISA Manager.
- ➔ **PURPOSE OF ISA:** Check off whether this is a new ISA or an ISA Amendment. For New ISAs, enter the total Maximum obligation for the duration of the ISA. If an ISA Amendment, check off any of the Amendments that are being made and complete any information in the blanks provided and the Attachments that are identified.
- ➔ **BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY THIS ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:** Identify a brief description of the ISA, ISA name and performance to be accomplished under the ISA. If an ISA Amendment, identify what is being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient and will result in ISA or Amendment being returned to MMARS Liaison of Buyer/Parent Department. The description is used to specifically identify the ISA performance, match the ISA with attachments and determine if the appropriate process has been selected.
- ➔ **INDICATE WHETHER SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) WILL BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA.** Justification for use of state employees and details of who will be working and work that will be performed must be included as part of ATTACHMENT A.
- ➔ **ACCOUNT INFORMATION:**
 - * Check the correct option for either a BGCN— non-subsidiarized (federal, capital, trust); BGCS— subsidiarized (budgetary); Other (CT, RPO or other document authorized by CTR); Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child with resources committed to ISA; or Amendment without Budget changes to ISA (used only for an Amendment if there are no changes to the budget and no changes to Attachments B and C (if applicable)).
 - * Identify for each account under the ISA whether the account is "added", "deleted" or "no change" **THIS SECTION MUST BE COMPLETED FOR AMENDMENTS EVEN IF THE ACCOUNT INFORMATION HAS NOT CHANGED.** Enter each ISA account, fund, major program code and program code for all funding under the ISA. Attachment B must be completed for all financial ISAs and ISA Amendments (with Budgetary or Account amendments). Attachment C must be completed for any financial ISAs or ISA Amendments with Budgetary or Account amendments involving federal or capital funds).
- ➔ **ISA ANTICIPATED START DATE:** Enter the anticipated start date, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations under this ISA available in the Seller/Child account for expenditure.

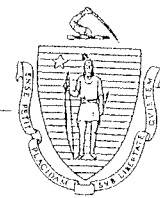
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



Note - ISA Duration. ISAs can be executed for the duration that makes sense from a business perspective. Multi-Year ISAs are encouraged if it best supports the Buyer/Parent and Seller/Child business processes. Similar to other types of contracts, all ISAs are subject to appropriation or other available funding. Therefore, Departments can enter into a Multi-year ISA even if funding transactions have to be processed annually to support each fiscal year of the ISA. Buyer/Parent and Seller/Child Departments are responsible for ensuring that the funding is in place in the authorized Seller/Child account(s) to ensure that the Seller/Child Department can timely encumber funds and pay employees, contractors, grantees, etc. from the authorized ISA Seller/Child account(s) in accordance with the ISA Terms and Conditions.

- **TERMINATION DATE OF THIS ISA:** The Buyer/Parent Department must enter the date the ISA will terminate. An ISA must be signed for the full duration and amount in accordance with what is negotiated between the Buyer/Parent and Seller/Child Department. Amendments to extend the termination date, such as renewals, must be made using the ISA Form and must be signed by authorized Department Head signatories (with appropriate MMARS Authorized Signatory Security roles) of both the Buyer/Parent and the Seller/Child Department contemporaneously with the need for the amendment but no later than the termination date (or as previously amended) in accordance with 815 CMR 6.00.
- **AUTHORIZING SIGNATURE FOR BUYER/PARENT DEPARTMENT/DATE:** The Authorized Buyer/Parent Department Signatory must, in their own handwriting, and in ink, sign AND enter the date the ISA is signed. **THE DATE IS AN INEXTRICABLE PART OF THE SIGNATURE AND MUST BE COMPLETED BY THE SIGNATORY AND MAY NOT BE PRE-FILLED OR ENTERED AFTER THE SIGNATURE BY ANOTHER PERSON.** Rubber stamps, typed or other images are not acceptable. See CTR policies on Electronic Signature and Department Head Signature Authorization for Department Head and Authorized Signatory certifications and responsibilities.
- **NAME/TITLE:** The Buyer/Parent and Seller/Child Department Authorized Signatory's name and title must appear legibly.
NOTE: Secretariat signoff is not required in order for CTR to process an ISA. However, Seller/Child and Buyer/Parent Departments are required to follow any internal secretariat procedures when obtaining authorization for an ISA (or for certain ISA transactions such as an inter-subsidiary transfer "TS") prior to submission to CTR. All ISAs are periodically reviewed by CTR to verify that the signatories are authorized by their Department Head to execute contracts. Departments are responsible for timely processing through secretariats to ensure timely funding as required under the Department Head certifications.
- **ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS.** *Attachment A is required for all new ISAs and for all ISA Amendments.* Departments must use this attachment and insert (type, or copy and paste) the required information in addition to other terms of performance negotiated by the parties under Section 9. Sections 1-8 are mandatory and must be answered in detail or the ISA will be returned to the Buyer/Parent Department MMARS Liaison. All information must be inserted into Attachment A using as many pages as necessary. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.
- **ATTACHMENT B - ANTICIPATED BUDGET.** *Attachment B is required for all New ISAs and for all ISA Amendments with budget and accounting transactions.* Departments must use this form. Insert all required information and use as many additional lines and pages as necessary. This attachment must breakdown the specifics of the ISA funding, by fiscal year, Seller/Child account, object class, and description and amount. For multi-year ISAs the Attachment must provide a subtotal each fiscal year of the ISA (which equals each fiscal year's anticipated maximum obligation). All ISAs must provide a total maximum obligation for the total duration of the ISA (which must equal the total of all fiscal year subtotals) and must match the "Total Maximum Obligation for Duration of ISA" on the executed ISA.
 - * Check "Initial ISA Budget", or "ISA Amendment"
 - * Identify the MMARS Doc ID if the ISA is being amended.
 - * **Complete Columns A-E For New ISAs. Complete Columns A-I for Amendments.**
 - o **Column "A" (Budget Fiscal Year).** Enter the fiscal year of the funding, or amendment. For Multi year ISAs Column A must list planned expenditures by each fiscal year of the ISA.
 - o **Column "B" (Seller/Child Account).** Enter the number of each Seller/Child account listed on the ISA Form. For ISAs using multiple Seller/Child Accounts, Column B must list planned expenditures for each Seller/Child account.
 - o **Column "C" (Object Class).** Enter the Object Class (subsidiary) as outlined in the CTR Expenditure Classification Handbook (for example, "AA" for Employee compensation, "EE" for Administrative Expenses, "HH" for Consultant Contracts, etc.). If the line item is authorized for multiple fiscal years, enter a separate line-item for each fiscal year of the ISA in which the line item is authorized, specifying the estimated amount of the authorized expenditure. Line items break downs of estimated expenditures by Object Class are required even if the Buyer/Parent account is non-subsidiarized, since the Budget acts as the authorization for the ISA expenditures. For subsequent fiscal years, entering "Balance Forward Amount" for federal, bond and trust accounts is insufficient, since good project management practices presume that departments will be managing estimated expenditures over the life of a project with planned fiscal year obligations, rather than managing projects solely based upon remaining uncommitted estimated receipts or uncommitted balances.
 - o **Column "D" (Description).** Enter a brief description of the type of authorized budget expenditure or category, (e.g., "Conference Materials", "Program Manager", "Health Evaluations" etc.)
 - o **Column "E" (Initial ISA Amount/or Amount Prior to Amendment).** Enter the amount for the budget item authorized under the ISA for each fiscal year. If the ISA is being amended, enter the current amount for this lineitem, prior to the amendment. The Amendment amount will be entered in Column G and the new total will be entered in Column I.
 - o **Column "F" (+/-)** is only used if the ISA is being amended to add or reduce a budget line item. Enter "+" for budget addition or "-" for a budget reduction.
 - o **Column "G" Amendment Amount** is only used if the ISA is being amended to add or reduce a budget line item. Enter the amount of the budget line being increased or decreased.
 - o **Column "H" (Carry-In)** is only used if the ISA is being amended to reduce a prior year federal grants fund line item with uncommitted estimated receipts that are being re-authorized in the current or a future fiscal year. Enter "YES" in this column for each line item being amended (by object class and description) to reflect a reduction in the budget in a prior fiscal year line item, and for each line item being added (by object class and description) to reflect a reauthorization of the funds in the current or a future fiscal year

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



- Column "I" New Amount After Amendment is only used if the ISA is being amended to add or reduce a budget line item. Enter new ISA Amount after the adding or reduction of the line-item amount referenced in Column G.
- * FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION.
 - Fiscal Year Subtotals. For single fiscal year ISAs enter the fiscal year (e.g., "Fiscal Year 2007") and enter the subtotal of all "Current Amounts" (Column E) for that fiscal year. For Multi-year ISAs, enter each fiscal year of the ISA as a separate subtotal and enter the subtotal of all "Current Amounts" for each fiscal year.
 - Total Maximum Obligation for Duration of ISA. Enter the Total Maximum Obligation for the Duration ISA for all fiscal years (as identified on the executed ISA Form). For single fiscal year ISAs, this amount should be the same as the Fiscal Year Subtotal. For Multi-fiscal year ISAs, this amount should equal the total of all the listed fiscal year subtotals.
- ➔ **ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT** (complete only if Buyer/Parent Account is a Federal Account). Please enter the following information on this form.
 - * Enter whether this is a "New" ISA or an ISA Amendment and enter the Budget fiscal year.
 - * Enter the Buyer/Parent and Seller/Child Departments, which must match the ISA.
 - * *Skip the Revenue Budget and Revenue Source which will be completed by CTR.*
 - * CENTRAL BUDGET STRUCTURE:
 - Appropriation Number. Enter the Appropriation Number assigned by ANF.
 - Payroll Indicator. Enter a Payroll indicator of Yes or No.
 - Estimated Budgetary Receipts. Enter the amount of the Estimated Budgetary Receipts (the amount estimated in the ISA or Amendment for the current state fiscal year).
 - BGCN Document Identification No. Enter the MMARS Document Identification Number for the Central Expense Document (BGCN). The BGCN must be entered and submitted to PEND in MMARS. Providing a screen print of the BGCN aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * COST ACCOUNTING STRUCTURE.
 - Total Maximum Obligation of ISA or ISA Amendment Amount. For New ISAs, enter the Total Maximum Obligation of the ISA for the full duration of the ISA. For ISA Amendments, enter the amount of the modification.
 - BGRG Document Identification No. Enter the MMARS Document Identification Number for the Reimbursable Grant Budget Document (BGRG). The BGRG must be entered and submitted to PEND in MMARS. Providing a screen print of the BGRG aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * MAJOR PROGRAM TABLE SET-UP. This sets up the cost accounting hierarchy with groups of activities (programs) all part of one structure. For example – a major program could be wastewater management– WASTE. All documents (contracts, encumbrances, payments will reference this code.) All documents (contracts, encumbrances, payments will reference this code.)
 - Major Program. Enter the 6 (or fewer) character Major Program Code assigned by the department.
 - Major Program Name. Enter the full Major Program Name.
 - Major Program Short Name. Enter the Major Program Short Name.
 - * PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD (EPP). Enter the Program Period or Extended Program Period (EPP) information. This establishes the effective period of the grant. Please note that end dates are "hard edited" by the system, thus please take into account the accounts payable period for grants when establishing this date. Multiple periods allow for easy periodic reporting aligned to federal reporting dates. However, a Buyer/Parent department may choose to use 1 reporting period- EPP – that encompasses all dates. The downside of this method is that specific periodic federal reporting by the system is not achieved.
 - Enter the Program Effective From Date and Effective to Date.
 - Enter the Program Period or Extended Program Period (EPP) information.
 - Enter the Program Period Name, and Program Period Short Name.
 - * PROGRAM TABLE SET-UP.
 - Enter Program Name. For example a program could be for "storm water discharge"
 - Enter Program Short Name.
 - Program Code. Enter the 10 (or fewer) characters. All Federal Program codes must begin with the letter "F" This is the second level of the cost accounting hierarchy. Programs are individual activities within a Major Program. Using the major program example, a program could be for storm water discharge– the program code would be "Fstormdis" All documents (Recurring Payment Order (RPO), payments will reference this code.)
 - The sub account must be the sub account in the award letter or the draw on the federal grant will fail. If a subaccount changes, this code must change.
 - * FUNDING PROFILE - Funding Line. This must be filled out properly – indicating the federal payment system to be used. If the wrong payment system is indicated, the draws on the federal grant will fail. Enter a check next to appropriate Payment System Code.
 - * FUNDING IDENTIFICATION.
 - Federal Catalog Agency Code. Enter the 2 digit Federal Catalog Agency code.
 - Federal Catalog Suffix. Enter the 3 digit Federal Catalog Suffix code from your award letter or contact the appropriate agency. This must align to the grant award. The proper grant identification information is a federal reporting requirement.
 - Letter of Credit No. Enter the Letter of Credit No. for this grant award.

COMPLETED ISAS SHOULD BE SUBMITTED FOR PROCESSING TO:

Office of the Comptroller, One Ashburton Place– 9th Floor, Attention: Accounts Payable Bureau, Contracts, Boston, MA 02108
CTR Helpline: **617-973-2468**

**EOPSS
Office of Grants and Research
Highway Safety Division**

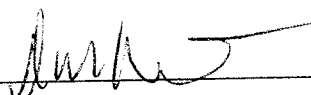
Senior Manager Letter/Form Checklist

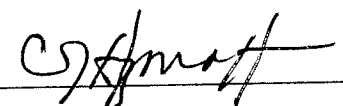
☐ Secretary or U/S
☒ OGR Executive Director
☐ HSD Director

Brief Statement of Purpose of Letter or Form

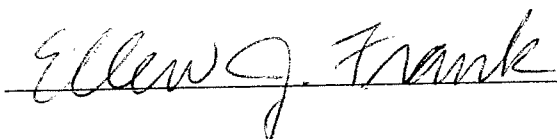
Attached are two Notices of Intent for the Alcoholic Beverages Control Commission to conduct Compliance Checks (\$120,000) and to provide training to state and local police departments regarding the MA Liquor Control Act and False Identification and Fraudulent Document Detection (\$25,000). The projects are be listed in the FFY 2011 HSPP under tasks AL-11-07 and AL-11-08 and should begin around October 1, 2010. These notices will be posted on the HSD website for one week after approval.

Please be sure to retain a copy of the letter or form in the program file. Also, as appropriate, please provide copies to Secretary, OGR Executive Director, HSD Director, and/or fiscal.

Grants Manager's signature:  date: 8/30/10

Supervisor's signature:  date: 8/30/10

Division Director's signature:  date: 8/30/10

Executive Director:  date: 9-3-10

NOTICE OF INTENT to award funds to the Alcoholic Beverages Control Commission to provide training on Massachusetts Liquor Control Act and false identification and fraudulent document detection

The Executive Office of Public Safety and Security (EOPSS) intends to award \$25,000 in federal funds, made available to Massachusetts by the U.S. Department of Transportation, National Highway Traffic Safety Administration, to the Alcoholic Beverages Control Commission to fund training to local and state police departments on enforcement of the Massachusetts Liquor Control Act and on false identification and fraudulent document detection. Trainings enhance the prevention of underage drinking and drunk driving by developing local police department knowledge of and involvement in liquor law enforcement. The services provided through this project will allow up to 900 police officers from 150 departments to receive training at numerous locations throughout the Commonwealth.

With the ABCC's existing capacity and infrastructure, this is a best value that will enable the Commonwealth to secure continued federal funds for these services. Based on the availability of federal funds, the contract period to which these funds will be applied is October 1, 2010 through September 30, 2011 with the option to renew on an annual basis.

Please submit any comments by noon on Friday, September 10, 2010 to the Office of Grants and Research in the Executive Office of Public Safety and Security at Daniel.DeMille@state.ma.us.

NOTICE OF INTENT to award funds to the Alcoholic Beverages Control Commission to conduct Compliance Checks

The Executive Office of Public Safety and Security-Highway Safety Division (EOPSS-HSD) intends to award \$120,000 in federal funds, made available to Massachusetts by the Office of Juvenile Justice and Delinquency Prevention, to the Alcoholic Beverages Control Commission to conduct enhanced liquor enforcement Compliance Checks and associated underage drinking enforcement operations. The objective of this operation is to prevent the sale of alcoholic beverages to underage individuals by licensed establishments throughout the Commonwealth. Compliance Checks will be performed in approximately 150 communities with a focus on communities that have not been targeted recently or that demonstrated a high failure rate in 2009 or 2010.

A Compliance Check is a tool to identify alcohol establishments that sell alcohol to underage youth. Compliance Checks can be used for two purposes:

- Enforcement: to enforce state criminal statutes, local administrative ordinances, or both.
- Educational: to identify, warn, and educate alcohol establishments that serve or sell alcohol to underage youth.

Generally, Compliance Checks are implemented by the following procedures:

- Alcohol licensees are informed that Compliance Checks will occur at various times throughout the year and about potential penalties for selling alcohol to underage youth.
- While an enforcement agent (police officer or other authorized person) waits outside the premises, a person under age 21 attempts to purchase or order an alcoholic beverage.

With the ABCC's existing capacity and infrastructure, this is a best value that will enable the Commonwealth to secure continued federal funds for these services. The ABCC is the only entity that conducts Compliance Checks statewide. Based on the availability of federal funds, the contract period to which these funds will be applied is October 1, 2010 through September 30, 2011 with the option to renew on an annual basis.

Please submit any comments by noon on Friday, September 10, 2010 to the Office of Grants and Research in the Executive Office of Public Safety and Security at Daniel.DeMille@state.ma.us.

Massachusetts Executive Office of Public Safety
Office of Grants and Research
Payment Signature Form

To be completed by Grant Manager:

I hereby certify that the attached reimbursement or payment request and supporting documentation are allowable costs for the specified grant program and authorize the Executive Office of Public Safety Fiscal Personnel to process the payment.

Grant Manager Signature

Date

To be completed by Division Director:

I hereby certify that the attached reimbursement or payment request and supporting documentation are allowable costs for the specified grant program and authorize the Executive Office of Public Safety Fiscal Personnel to process the payment.

Division Director Signature

Date

To be completed by Fiscal Staff: Document No:

Trans Code:

Unit:

Appropriation:

Program Code:

Amount:

UAID

Date

To be completed by Fiscal Manager : MMARS Authorized Signatory

☐ Electronic Signature Used: (UAID)

☐ Live Signature Used: (Administrator with DHSA)

As an authorized signatory, I certify under the pains and penalties of perjury that my signature shall operate as the Department Head's certification that document listed above, which will reside on MMARS electronically as the official record, and the underlying supporting documentation attached to this authorization form, are accurate and complete, that all other required approvals have been obtained and are attached, that the expenditure or other obligation is supported by sufficient legislatively authorized funds, is made in accordance with the Department's legislative mandates and funding authority, and complies with all applicable laws, regulations, policies and procedures.

Authorized Signatory

Title

Date

MMARS Transaction Submitted by:

18090
UAID

Date

76-11-081 1541 2011/4 11,375.89
Grantee/Federal Program/Federal Fiscal Year/Amount

10 Park Plaza Suite 3720

ABCC- Training

Program Code: FY09TRNG

Boston, MA 02116
Direct Line: 617.725.3341 No Faxes Allowed.

DATE	TIME
Required to Submit Original (signed in blue ink) Plus One Copy	

18091

Training	January	through	May	2011	
January 1 - May 31, 2011					
Category	Approved Budget	Current Period	Prior Cumulative	New Cumulative	Balance
Training Officers	\$17,300.00	\$9,984.78	\$0.00	\$9,984.78	\$7,315.22
Pension & Insurance	\$1,000.00	\$392.63	\$0.00	\$392.63	\$607.37
Indirect Cost	\$1,700.00	\$998.48	\$0.00	\$998.48	\$701.52
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$20,000.00	\$11,375.89	\$0.00	\$11,375.89	\$8,624.11
		</			

INVESTIGATOR	Date	City	Shift	Rg Hr	Rte	Pay	OT Hours	OT Rate	OT pay	ND Hours	ND Rate	ND Total	TOTAL	Cumm	Dec Balance
INVESTIGATOR	Date	City	Shift	Rg Hr	Rte	Pay	OT Hours	OT Rate	OT pay	ND Hours	ND Rate	ND Total	TOTAL	Cumm	Dec Balance
Caroline Guarino	1/28/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Paul Capurso	1/28/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Dennis Keefe	1/28/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 34.74	\$17.37	5.5	\$ 52.11	\$ 286.61		\$ 1.25	\$ -	\$303.98		
Mark Kenny	1/28/2011	Plymouth MPTC Academy	7a-12p	0.5	\$ 38.14	\$19.07	4.5	\$ 57.21	\$ 257.45		\$ 1.25	\$ -	\$276.52	\$1,227.82	\$ 16,072.19
Caroline Guarino	2/4/2011	Westfield PD	830a-430p	0.5	\$ 36.99	\$18.50	7.5	\$ 55.49	\$ 416.14		\$ 1.25	\$ -	\$434.63		
Jan Kujawski	2/4/2011	Westfield PD	9a - 2p	0.5	\$ 36.99	\$18.50	4.5	\$ 55.49	\$ 249.68		\$ 1.25	\$ -	\$268.18		
Caroline Guarino	2/9/2011	Southbridge Fraud Investigators	730a - 12p	0.5	\$ 36.99	\$18.50	4	\$ 55.49	\$ 221.94		\$ 1.25	\$ -	\$198.43	\$2,369.49	\$ 14,930.51
Rose Bailey	2/9/2011	Southbridge Fraud Investigators	8a - 12p	0.5	\$ 34.51	\$17.26	3.5	\$ 51.77	\$ 181.18		\$ 1.25	\$ -	\$351.41		
Caroline Guarino	3/4/2011	Plymouth MPTC Academy	530a - 12p	0.5	\$ 36.99	\$18.50	6	\$ 55.49	\$ 332.91		\$ 1.25	\$ -	\$323.66		
Paul Capurso	3/4/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$276.52		
Mark Kenny	3/4/2011	Plymouth MPTC Academy	7a-12p	0.5	\$ 38.14	\$19.07	4.5	\$ 57.21	\$ 257.45		\$ 1.25	\$ -	\$291.46	\$3,612.54	\$ 13,687.46
Brad Doyle	3/4/2011	Plymouth MPTC Academy	6a-12p	0.5	\$ 33.31	\$16.66	5.5	\$ 49.97	\$ 274.81		\$ 1.25	\$ -	\$351.41		
Caroline Guarino	3/7/2011	US Coast Guard	530a - 12p	0.5	\$ 36.99	\$18.50	6	\$ 55.49	\$ 332.91		\$ 1.25	\$ -	\$323.66	\$4,287.61	\$ 13,012.40
Jan Kujawski	3/7/2011	US Coast Guard	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$351.41		
Caroline Guarino	3/16/2011	State Police Academy	530a - 12p	0.5	\$ 36.99	\$18.50	6	\$ 55.49	\$ 332.91		\$ 1.25	\$ -	\$351.41		
Paul Capurso	3/16/2011	State Police Academy	530a - 12p	0.5	\$ 36.99	\$18.50	6	\$ 55.49	\$ 332.91		\$ 1.25	\$ -	\$330.03	\$5,320.45	\$ 11,979.56
Dennis Keefe	3/16/2011	State Police Academy	530a - 12p	0.5	\$ 34.74	\$17.37	6	\$ 52.11	\$ 312.66	0.5	\$ 1.25	\$ 0.63	\$213.32		
Caroline Guarino	3/29/2011	Gloucester PD - CC Trng	230p - 630p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$268.18	\$5,801.94	\$ 11,498.06
Caroline Guarino	4/4/2011	Lowell Police Academy	8a - 1p	0.5	\$ 36.99	\$18.50	4.5	\$ 55.49	\$ 249.68		\$ 1.25	\$ -	\$323.66		
Caroline Guarino	4/11/2011	Buckland Area Police Depts	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$212.69		
Caroline Guarino	4/12/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 57.21	\$ 200.24		\$ 1.25	\$ -	\$219.31		
Caroline Guarino	4/12/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 38.14	\$19.07	3.5	\$ 57.21	\$ 200.24		\$ 1.25	\$ -	\$212.69		
John Carey	4/12/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$434.63		
Jan Kujawski	4/12/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	7.5	\$ 55.49	\$ 416.14		\$ 1.25	\$ -	\$448.15	\$7,653.07	\$ 9,646.93
Caroline Guarino	4/13/2011	Falmouth Area Police Depts	7a - 3p	0.5	\$ 36.99	\$18.50	7.5	\$ 57.21	\$ 429.08		\$ 1.25	\$ -	\$277.43	\$7,930.50	\$ 9,359.51
Mark Kenny	4/13/2011	Falmouth Area Police Depts	7a - 3p	0.5	\$ 38.14	\$19.07	7.5	\$ 57.21	\$ 429.08		\$ 1.25	\$ -	\$277.43	\$7,930.50	\$ 9,359.51
Caroline Guarino	5/7/2011	Boston	12p-5p		\$ 36.99	\$0.00	5	\$ 55.49	\$ 277.43		\$ 1.25	\$ -	\$212.69	\$8,362.49	\$ 8,937.51
Caroline Guarino	5/10/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$219.31		
Caroline Guarino	5/10/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 38.14	\$19.07	3.5	\$ 57.21	\$ 200.24		\$ 1.25	\$ -	\$212.69		
Mark Kenny	5/10/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$219.31		
Caroline Guarino	5/24/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	3.5	\$ 55.49	\$ 194.20		\$ 1.25	\$ -	\$219.31		
John Carey	5/24/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 38.14	\$19.07	3.5	\$ 57.21	\$ 200.24		\$ 1.25	\$ -	\$219.31		
Mark Kenny	5/24/2011	Plymouth MPTC Academy	12p - 4p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Caroline Guarino	5/25/2011	MBTA Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66		
Jan Kujawski	5/25/2011	MBTA Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66	\$9,984.78	\$ 7,315.22
Michael Teehan	5/25/2011	MBTA Academy	6a-12p	0.5	\$ 36.99	\$18.50	5.5	\$ 55.49	\$ 305.17		\$ 1.25	\$ -	\$323.66	\$9,984.78	
						\$609.03			\$ 9,375.13			\$ 0.63	\$9,984.78		
						\$ 201.71						\$ 0.21		\$ 201.92	\$ 2%
						\$ 60.90						\$ 0.06		\$ 998.48	\$ 10%
Fringe						\$ 11.63						\$ 0.01		\$ 190.71	\$ 2%
Indirect Costs						\$274.25			\$ 1,116.58			\$ 0.28		\$ 1,391.11	\$ 14%
Payroll Tax															
Total						\$ 213.34			\$ 179.06			\$ 0.22		\$ 392.63	\$ 4%
Total Pension & Insurance															

MAIL TO: Dan DeMille
Highway Safety Division, EOPSS
10 Park Plaza - Suite 3720
Boston, MA 02116
617-725-3341 No faxes allowed

Reporting Period: January 1, 2011 - May 31, 2011
ABCC- Training

[illegible]

<u>Date</u>	<u>Department</u>	<u>Subject</u>	<u>Departments</u>	<u>Officers</u>
1/28/2011	Plymouth Police Academy	Fraudulent Documents	5	60
2/4/2011	Westfield	Liquor Laws and Compliance Checks	1	20
2/9/2011	Southbridge (Fraud Investigators)	Fraudulent Documents	2	17
3/4/2011	Plymouth Police Academy	Fraudulent Documents	15	35
3/16/2011	State Police Academy	Fraudulent Documents	15	28
3/21/2011	Leicester Pd	Liquor Laws and Fraudulent Documents	1	15
4/4/2011	Lowell Police Academy	Liquor Laws and Compliance Checks	2	15
4/11/2011	Buckland PD	Liquor Laws and Compliance Checks	4	10
4/12/2011	Plymouth Police Academy	Liquor Laws and Fraudulent Documents	10	21
4/13/2011	Falmouth Police Department	Liquor Laws and Fraudulent Documents	8	30
5/4/2011	Barnstable Police Department	Liquor Laws	1	5
5/24/2011	Plymouth Police Academy	Fraudulent Documents	10	41
5/25/2011	MBTA Police Academy	Fraudulent Documents	15	36
			89	333

**MAIL TO: Dan DeMille
Highway Safety Division, EOPSS
10 Park Plaza Suite 3720
Boston, MA 02116**

Reporting Period: February 1, 2011 - May 31, 2011

Failure to submit up-to-date In-Kind Reports will impact reimbursement request.

Program Code: FY09TRNG

*****Original (signed in blue ink) Plus One Copy Required*****

[illegible]

INVESTIGATOR	Function	DATE	CITY	Rg Hr	Rate	PAY
Wilichoski	Copies for classes/also 200 new Id's	1/27/2011		4	\$ 36.99	\$147.96
Wilichoski	Fraud Doc Program Update	1/30/2011		2	\$ 36.99	\$73.98
Wilichoski	Gloucester/Liquor Laws	2/16/2011	Law Enforcement/Licensees	4	\$ 36.99	\$147.96
Wilichoski	Copies for class on 3/3	3/2/2011		1	\$ 36.99	\$36.99
Wilichoski	Liquor Laws	3/9/2011	Students Umass Lowell	4	\$ 36.99	\$147.96
Wilichoski	Fraud Doc Program Update	3/15/2011	Plymouth Academy Sgt./LT	8	\$ 36.99	\$295.92
Carey	Fraud Doc Program Update	3/15/2011	Plymouth Academy Sgt./LT	8	\$ 38.14	\$305.12
Kujawski	Fraud Doc Program Update	3/15/2011	Plymouth Academy Sgt./LT	8	\$ 36.99	\$295.92
Wilichoski	Leicester PD	3/21/2011	Liquor Laws police and licensees	5	\$ 36.99	\$184.95
Kujawski	Division Of Highway Safety	3/24/2011	Springfield	5	\$ 36.99	\$184.95
Carey	Division Of Highway Safety	3/30/2011	Boston	2	\$ 38.14	\$76.28
Carey	Division Of Highway Safety	3/31/2011	North Attleboro	4	\$ 38.14	\$152.56
Carey	Barnstable Police Department	5/4/2011	Police officer and Licensee Training	6	\$ 38.14	\$228.84
Wilichoski	Barnstable Police Department	5/5/2011	Police officer and Licensee Training	8	\$ 36.99	\$295.92
						\$2,575.31
	1/1/2011 through 5/31/2011					\$2,575.31
	2011					\$2,575.31
	1/1/2011 through 5/31/2011					26%
	2011					26%

**Executive Office of Public Safety and Security
Highway Safety Division
Desk Review/Site Visit Worksheet**

AWARD INFORMATION

- Department/Organization ABCC
- Department/Organization Contact Person Ted Mahony
- Department/Organization Contact Phone Number 617 727 3040 x14
- Department/Organization Contact Email Frederick.Mahony@statema.us
- Department/Organization Contact Mailing Address 239 Causeway Street Boston
02114
- EOPSS/HSD Program Manager/Coordinator Dan DeMille
- HSP Task Number AL-11-08/09
- Contract Start Date 11/10
- Contract End Date 9/30/11
- Award Amount \$120,000 and \$25,000
- Funding Source OJJDP and 164

REVIEW INFORMATION

- Date of Review 1/10/11
- Review Type
 - Desk Review
 - Phone Review
 - Site Visit - X
- What prompted this review?
 - Start of new contract
- Personnel interviewed by name and title
 - Ted Mahony, Chief Investigator and Caroline Wilichoski, Senior Investigator

ACTIVITIES and REPORTS

- Describe what the program is and what activities are in operation?
 - Compliance Checks and Fraudulent ID Detection classes
- Are activities consistent with all objectives of project?
 - Thus far, projects are just underway
- Was the project implemented as scheduled? If not, what adjustments were made to ensure project objectives were achieved?
 - Projects are just underway
- Does the project comply with applicable grant-specific requirements? If not, why and are revisions necessary?
 - Projects are just underway
- Is there progress towards goals, objectives, and performance indicators?
 - Projects are just underway
- Are there any special conditions being addressed? If yes, indicate what and how.
 - Conditions are outlined in ISA. Nothing out of the ordinary.
- What is the approximate percent of scope of services completed?
 - 5%
- Is there a need for revisions? If yes, indicate what and that budget revisions will be submitted in writing.
 - No need
- What type of reporting is required: ☒ Monthly ☐ Quarterly ☐ Annual ☐ Other (specify)?
- Is the department/organization current in its submission of reports/invoices?
 - Yes
- If reports/invoices were not submitted on time, what actions were taken?
 - N/A
- Are the progress/final reports thorough and complete?
 - None due at this point

FINANCE

- Were vouchers submitted in a timely manner?
 - Yes
- Are claimed costs approved in the project budget?
 - Yes

- Are adequate records being maintained regarding all project costs and activities?
 - Yes
- Does the documentation on file support claim(s)?
 - Yes
- Is program in-kind documented?
 - Yes
- Is there a need for budget revisions?
 - No
- Is a further review by HSD fiscal personnel recommended?
 - No

EQUIPMENT

- Has equipment been purchased during this contract agreement period?
 - No
- Was equipment in approved project budget?
 - N/A
- Is equipment inventory complete?
 - N/A
- Was written approval from NHTSA obtained prior to equipment purchase over \$5,000?
 - N/A
- Is purchased equipment used for its intended highway safety purpose?
 - N/A
- Has any equipment been destroyed or surplus? If so, why and when?
 - N/A

TRAVEL

- Was travel part of approved project? If so, was travel in-state or out-of-state? If out of state, was HSD travel form approved by program manager and HSD Director?
 - No travel approved
- Does file contain supporting documentation for claimed travel costs?
 - N/A

REVIEW SUMMARY

- Provide a general summary of this visit
 - Kick off meeting to discuss past successes, to outline what will be done this year and to discuss future opportunities.
- Successes/Accomplishments
 - HSD staff was able to get a better understanding of ABCC activities and to provide partnership and media suggestions.
- Please list any issues that need addressing
 - Future programming and funding sources will be discussed next month
- Suggestions for Improvement
 - N/A
- Does the department/organization have any concern that they would like to have addressed?
 - No.
- Does the organization need any technical assistance or materials?
 - Cindy Campbell will provide media assistnace
 - Caroline will invite *fix* ABCC to NHISA
- Will there be any follow-up?
 - . Next month to discuss the plan for next year
 - DDACT training @ (done)*
- If this was a desk/phone review is a site visit necessary?
 - N/A

Monitor's Name:

Dan DeMille

Signature of Monitor:

[Signature] Date: 1/10/11

Signature of Monitor's Supervisor:

[Signature] Date: 1/10/11

Demille, Daniel (OGR)

From: Frederick Mahony [Frederick.Mahony@state.ma.us]
Sent: Saturday, January 08, 2011 12:03 AM
To: Dan Demille
Cc: Hymoff, Caroline (MISC); Sheila (CCJ) Burgess-Hill; Wilichoski, Caroline (TRE)
Subject: An interesting report for our meeting

I thought this article would be of interest for our meeting next week.

Ted

Alcohol and crime go hand in hand

In Laramie county, 70.25 percent of arrests involved alcohol.

By Lindsey Erin Kroskob
lkroskob@wyomingnews.com

CHEYENNE -- Local law enforcement agencies are stepping up their game when it comes to fighting alcohol-related crime, but officials say the root of the problem starts with community social norms.

A report funded by the Wyoming Association of Sheriffs and Chiefs of Police shows an upward trend in the correlation between alcohol and crime within the state and county.

Of Laramie County's 1,852 total arrests last year, 1,301, or 70.25 percent, involved alcohol.

"These statistics clearly indicate the need for continued education and enforcement in our community," Cheyenne Police Sgt. Rob Dafoe said. "The numbers make it clear that alcohol abuse drives a high percentage of criminal behavior in our city."

The report also showed that about 47 percent of domestic violence arrests and 37.5 percent of assault arrests involved alcohol. Driving under the influence arrests accounted for about 43 percent of the total.

"I think the trends are steady to upward in nature here locally, so we have to become more innovative and change our thought processes and our efforts to make that positive response," Laramie County Sheriff Danny Glick said.

He said the number of DUI arrests in the county is "substantial."

"Anytime somebody gets behind the wheel when they've had too much to drink, it's an issue," Glick said.

The numbers are a good representation of what local and state law enforcement are up against, Dafoe said.

"Cheyenne is no different than any other community," he said. "Alcohol and drugs contribute to approximately 70 percent of our workload."

He said this also has an enormous impact on the department's system and resources. Processing a DUI takes anywhere from one to two hours, taking officers away from possible burglary and domestic dispute calls.

Many times, intoxicated individuals also require medical clearance to enter the jail, and officers are required to stay with them throughout the process, which can take four to six hours.

"These statistics are used to educate our governing bodies, our educators and the general public," Dafoe said. "The report demonstrates the need to increase the resources available to law enforcement agencies to confront this growing problem."

Authorities agree that there is no easy solution to the problem.

"Increased education and enforcement to offenders are high on the list, but each area costs a community (like Cheyenne) more and more to accommodate," Dafoe said. "Just like any business or public provider, law enforcement agencies are expected to keep the same level of service or increase it with fewer resources, such as equipment and staffing."

Shifting manpower and resources to engage a specific alcohol problem, such as drinking under age, can be temporarily effective, Dafoe said, but this common reaction can create a deficit in another area, resulting in different crime trends.

Dafoe and Glick said the statistics in the report are also given as a resource to legislators so they have the ability to make informed decisions.

"If we keep making these numbers available and getting it in front of the people who make the legislative decisions, I think it benefits all of us because then we don't make a decision without data-based information," Glick said. "Organizationally, when we look at the numbers, we will identify trends, sites, dates, times when we seem to have the biggest problems of violations concerning alcohol."

The departments then focus their street operations on area "hot spots" where they will have the greatest effect.

But overall, they said, the best way to combat the problem is to go to the source and change the community's perceptions of social norms.

"It is imperative that we build strong coalitions that work together to change the social acceptance of binge drinking or driving impaired, which will reduce our call load and ultimately save lives," Cheyenne Police Chief Brian Kozak said.

Glick added that talking to bar owners and servers, encouraging TIPS training and working with the Wyoming Liquor Commission takes that one step further.

"I don't think any one thing will solve the issue because it's too broad-based. But if we can bring everyone together who can make a difference and able to bring monies and data and efforts all together, then we've made a positive difference," he said. "I think between the training that law enforcement officers receive and being able to call on those social agencies is a real plus, but a person's family, friends are critical in taking care of some of those issues."

Overall, Dafoe said Cheyenne's alcohol and crime connection it typical of a community this size.

"That is, our ratio of law enforcement contacts and alcohol-related incidents is probably near the state and national average," he said. "Every law enforcement agency across the country struggles with drugs and alcohol-related crime."

"While some geographical areas may be slightly higher or lower in the statistical area, the problem persists throughout the world of law enforcement."

But both Kozak and Glick agree that Cheyenne is making strides and combating the issue with the establishment of the Cheyenne Regional "Make My Night" DUI Task Force.

"The future looks promising for Cheyenne since we are forming multi-agency approaches to reduce the problem," Kozak said.

"None of us have enough people to go out and effect in the numbers that we'd like to without interagency cooperation," Glick added.

Both agencies will continue to work together to mitigate the impact of alcohol on the community, especially innocent victims of alcohol-related crime.

Dafoe said they also will continue to take advantage of federal and state grant funding to combat crime in these areas.

"Perhaps the struggling economy could be suspect, but the results are loud and clear: The impact that alcohol has on crime in Cheyenne and across America cannot be ignored," Dafoe said. "It burdens our police officers, it bogs down our jails/courts, and it challenges our everyday quality of life."

By the numbers

2009 statewide statistics related to

alcohol and crime:

Alcohol was involved in 72.09 percent of all arrests.

Alcohol was involved in 75.44 percent of all misdemeanor arrests.

Arrests for public intoxication accounted for 13.5 percent of all arrests.

The average blood-alcohol content for persons arrested for public intoxication was .22.

Driving under the influence arrests accounted for 36.4 percent of all arrests.

The average BAC for those arrested for DUI statewide was .1525.

46 percent of those arrested for DUI had a BAC of more than .16, and 7 percent had a BAC of more than .24.

85.4 percent of traffic crashes resulting in an arrest involved alcohol.

Alcohol was involved in 50 percent of juvenile arrests.

Underage DUI arrests accounted for 7.6 percent of all DUI arrests.

Methamphetamine was involved in 2.5 percent of all arrests, and "other drugs" accounted for 9.5 percent.

Drugs were involved in 17 percent of juvenile arrests.

Laramie County numbers from the report include:

Laramie County had 1,852 arrests last year.

1,301 (70.25 percent) arrests involved alcohol, 197 (10.64 percent) involved drugs.

229 (12.37 percent) people were arrested for public intoxication.

80.94 percent of arrests were male, 17.3 percent were female.

76.08 percent of arrests involved people who live in Laramie County, 2.65 percent were out-of-county visitors, and 10.21 percent were from out of state.

76.75 percent of misdemeanor arrests involved alcohol, 8.05 percent involved drugs.

15.82 percent of felony arrests involved alcohol, 29.59 percent involved drugs.

46.98 percent of domestic violence arrests involved alcohol, 2.33 percent involved drugs.

37.5 percent of assault arrests involved alcohol, 6.94 percent involved drugs.

Source: Alcohol & Crime in Wyoming 2009-2010, funded by a federal highways grant to the Wyoming Association of Sheriffs and Chiefs of Police from the Wyoming Department of Transportation's Highway Safety Program



The Commonwealth of Massachusetts
Executive Office of Public Safety & Security

One Ashburton Place, Room 2133
Boston, Massachusetts 02108

Tel: (617) 727-7775

TTY Tel: (617) 727-6618

Fax: (617) 727-4764

www.mass.gov/eops

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth Heffernan
Secretary

November 8, 2010

Treasurer Timothy Cahill
Office of the State Treasurer
State House Room 227
Boston, MA 02133

Dear Treasurer Cahill:

I am pleased to inform you that the Office of the State Treasurer, Alcoholic Beverages Control Commission has been awarded two Inter-Departmental Service Agreements (ISA) totaling \$145,000.00 in federal highway safety funding by the Executive Office of Public Safety and Security for a Compliance Checks program and an underage drinking enforcement training program

Please review the enclosed documents and return your signed Inter-Departmental Service Agreements to Dan DeMille at the Executive Office of Public Safety and Security's Highway Safety Division, 10 Park Plaza, Suite 3720, Boston, MA 02116. Your project periods will begin when the Office of Grants and Research's Executive Director signs your contracts and funding becomes available through MMARS. Any expenses incurred before the official start dates will not be reimbursed.

If you have any questions, please feel free to contact Sheila Burgess, Director of the Highway Safety Division at 617.725.3307 or Sheila.burgess-hill@state.ma.us or Dan DeMille, Program Coordinator at 617.725.3341 or Daniel.DeMille@state.ma.us.

Sincerely,

Mary Elizabeth Heffernan
Secretary of Public Safety and Security

CC: Ted Mahony, ABCC

EOPSS
Office of Grants and Research
Highway Safety Division

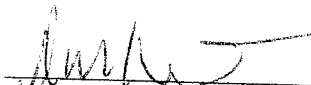
Senior Manager Letter/Form Checklist

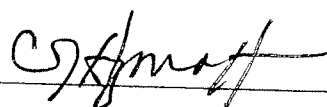
☐ Secretary or U/S
☒ OGR Executive Director
☐ HSD Director

Brief Statement of Purpose of Letter or Form

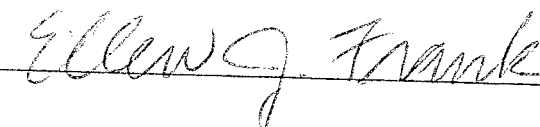
Attached are two Notices of Intent for the Alcoholic Beverages Control Commission to conduct Compliance Checks (\$120,000) and to provide training to state and local police departments regarding the MA Liquor Control Act and False Identification and Fraudulent Document Detection (\$25,000). The projects are be listed in the FFY 2011 HSPP under tasks AL-11-07 and AL-11-08 and should begin around October 1, 2010. These notices will be posted on the HSD website for one week after approval.

Please be sure to retain a copy of the letter or form in the program file. Also, as appropriate, please provide copies to Secretary, OGR Executive Director, HSD Director, and/or fiscal.

Grants Manager's signature:  date: 8/30/10

Supervisor's signature:  date: 8/30/10

Division Director's signature:  date: 8/30/10

Executive Director:  date: 9-3-10

NOTICE OF INTENT to award funds to the Alcoholic Beverages Control Commission to provide training on Massachusetts Liquor Control Act and false identification and fraudulent document detection

The Executive Office of Public Safety and Security (EOPSS) intends to award \$25,000 in federal funds, made available to Massachusetts by the U.S. Department of Transportation, National Highway Traffic Safety Administration, to the Alcoholic Beverages Control Commission to fund training to local and state police departments on enforcement of the Massachusetts Liquor Control Act and on false identification and fraudulent document detection. Trainings enhance the prevention of underage drinking and drunk driving by developing local police department knowledge of and involvement in liquor law enforcement. The services provided through this project will allow up to 900 police officers from 150 departments to receive training at numerous locations throughout the Commonwealth.

With the ABCC's existing capacity and infrastructure, this is a best value that will enable the Commonwealth to secure continued federal funds for these services. Based on the availability of federal funds, the contract period to which these funds will be applied is October 1, 2010 through September 30, 2011 with the option to renew on an annual basis.

Please submit any comments by noon on Friday, September 10, 2010 to the Office of Grants and Research in the Executive Office of Public Safety and Security at Daniel.DeMille@state.ma.us.

**NOTICE OF INTENT to award funds to the Alcoholic Beverages Control
Commission to conduct Compliance Checks**

The Executive Office of Public Safety and Security-Highway Safety Division (EOPSS-HSD) intends to award \$120,000 in federal funds, made available to Massachusetts by the Office of Juvenile Justice and Delinquency Prevention, to the Alcoholic Beverages Control Commission to conduct enhanced liquor enforcement Compliance Checks and associated underage drinking enforcement operations. The objective of this operation is to prevent the sale of alcoholic beverages to underage individuals by licensed establishments throughout the Commonwealth. Compliance Checks will be performed in approximately 150 communities with a focus on communities that have not been targeted recently or that demonstrated a high failure rate in 2009 or 2010.

A Compliance Check is a tool to identify alcohol establishments that sell alcohol to underage youth. Compliance Checks can be used for two purposes:

- Enforcement: to enforce state criminal statutes, local administrative ordinances, or both.
- Educational: to identify, warn, and educate alcohol establishments that serve or sell alcohol to underage youth.

Generally, Compliance Checks are implemented by the following procedures:

- Alcohol licensees are informed that Compliance Checks will occur at various times throughout the year and about potential penalties for selling alcohol to underage youth.
- While an enforcement agent (police officer or other authorized person) waits outside the premises, a person under age 21 attempts to purchase or order an alcoholic beverage.

With the ABCC's existing capacity and infrastructure, this is a best value that will enable the Commonwealth to secure continued federal funds for these services. The ABCC is the only entity that conducts Compliance Checks statewide. Based on the availability of federal funds, the contract period to which these funds will be applied is October 1, 2010 through September 30, 2011 with the option to renew on an annual basis.

Please submit any comments by noon on Friday, September 10, 2010 to the Office of Grants and Research in the Executive Office of Public Safety and Security at Daniel.DeMille@state.ma.us.

Massachusetts Executive Office of Public Safety
Office of Grants and Research
Interdepartmental Service Agreement (ISA) Signature Form

To be completed by Division Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

DD
Grant Manager Initials

[Signature]
Division Director Signature

11-18-10
Date

To be completed by Fiscal Staff: Document No: _____
MMARS Info:

BGRG/BGCN

Unit:

Appropriation:

Program Code:

Amount:

UAID

Date

To be completed by Executive Director:

I hereby certify that the attached Interdepartmental Service Agreement (ISA) and supporting documentation satisfies state and federal programmatic requirements for the specified grant program and authorize Executive Office of Public Safety Fiscal Personnel to enter information onto the State Accounting System.

[Signature]
Executive Director Signature

11-23-10
Date

To be completed a Fiscal Manager : MMARS Authorized Signatory

☐ Electronic Signature Used: (UAID) _____

☐ Live Signature Used: (Administrator with DHSA)

As an authorized signatory, I certify under the pains and penalties of perjury that my signature shall operate as the Department Head's certification that document listed above, which will reside on MMARS electronically as the official record, and the underlying supporting documentation attached to this authorization form, are accurate and complete, that all other required approvals have been obtained and are attached, that the expenditure or other obligation is supported by sufficient legislatively authorized funds, is made in accordance with the Department's legislative mandates and funding authority, and complies with all applicable laws, regulations, policies and procedures.

Authorized Signatory

Title

Date

MMARS Transaction Submitted by: _____

18114
UAID

Date

Vendor Name: April 16 2011 1 AC-0-081 BGRG

COMMONWEALTH OF MASSACHUSETTS

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM



This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2011		RFR REFERENCE NUMBER ENTER RFR NUMBER. OR <u>X</u> N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EPS/EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: TRE	
BUSINESS MAILING ADDRESS: 10 PARK PLAZA, SUITE 3720, BOSTON, MA 02116		BUSINESS MAILING ADDRESS: ONE ASHBURTON PLACE 12 TH FLOOR, BOSTON, MA 02108	
ISA MANAGER: PAUL GARRITY, BUDGET DIRECTOR, OFFICE OF GRANTS AND RESEARCH		ISA MANAGER: MEGHAN EBBS, ASSISTANT DIRECTOR OF BUSINESS & FINANCIAL OPERATIONS	
PHONE: 617-725-3373	FAX: 617-725-0260	PHONE: 617 367 3900	FAX: 617 367 3645
E-MAIL ADDRESS: PAUL.GARRITY@STATE.MA.US		E-MAIL ADDRESS: MEBBS@TRE.STATE.MA.US	
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.)			
<u>X</u> New ISA. Current Maximum Obligation for total duration of ISA \$ <u>\$25,000</u> (Use "N/A" for Non-Financial ISA.) (Complete Attachment B)			
___ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments)			
___ Amend Budget/Accounts. Change Maximum Obligation from: \$ _____ to New Maximum Obligation \$ _____ (Attachment B)			
___ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B)			
___ Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: _____ (Subject to execution dates below.)			
___ Amend Scope of Services/Performance			
BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: To conduct an Enhanced Liquor Enforcement under the direction of the Executive Office of Public Safety and Security.			
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? ___ No <u>X</u> Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.			
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option. indicate "add", "delete" or "no change" and enter account, fund, major program code and program code.			
<u>X</u> BGCN - non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds.			
___ BGCS - subsidiarized (budgetary)			
___ Other (CT, RPO as authorized by CTR): _____			
___ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA.			
___ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)			
<u>X</u> ADD	DELETE	NO CHANGE	Account: 80004804 Fund: 0100 Major Program Code: HSPGTS Program Code: FY11TRNG
ADD	DELETE	NO CHANGE	Account: Fund: Major Program Code: Program Code:
ADD	DELETE	NO CHANGE	Account: Fund: Major Program Code: Program Code:
ADD	DELETE	NO CHANGE	Account: Fund: Major Program Code: Program Code:
ISA ANTICIPATED START DATE: <u>10/1/10</u> , provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.			
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <u>9/30/11</u> unless terminated or properly amended in writing by the parties prior to this date.			
BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c.29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA. In addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.			
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE: <u>Ellen Frank</u> DATE: <u>11-23-10</u> (Date must be handwritten by signatory at time of signature)		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE: <u>Bruce F. Turnbull</u> DATE: <u>11-15-10</u> (Date must be handwritten by signatory at time of signature)	
PRINT NAME: ELLEN FRANK		PRINT NAME: <u>Bruce F. Turnbull</u>	
PRINT TITLE: EXECUTIVE DIRECTOR, OFFICE OF GRANTS AND RESEARCH		PRINT TITLE: <u>Fiscal Manager</u>	

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

TERMS AND CONDITIONS



The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller: All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications: By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications: Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer: The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager: Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records: The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation: The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension: An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or

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

Written Notice: Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality: The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPAA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment: The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child: Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment: In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers: Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss: The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until is accepted by the Buyer/Parent.

Disputes: The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration: Any amendment or attachment to any ISA that contains conflicting language or has the effect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

The Alcoholic Beverages Control Commission (ABCC) will conduct an Enhanced Liquor Enforcement Program.

Goal: Reduce drinking among 15-20 year olds, thereby reducing the number of youth involved in drinking under the influence incidents, resulting in a reduction of DUI accidents and fatalities.

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

The ABCC has developed and implemented a course series to train local and state law enforcement officers in Enforcement of the Massachusetts Liquor Control Act and False Identification and Fraudulent Document Detection. These classes will be presented to approximately 150 police departments representing 700 officers throughout the Commonwealth.

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

The ABCC will provide several in-kind contributions. The investigators will provide additional work hours both in support of and in addition to the hours scheduled for enforcement that is paid by EOPSS/HSD. Further, the administrative staff of the ABCC also provides additional work hours both in support of and in addition to the hours scheduled for enforcement that is paid by EOPSS/HSD. In-kind match will be approximately 20% of total award.

A work plan, monthly timeline and specific performance measures or program implementation will be developed and submitted to the HSD within two weeks of the award of the contract.

The HSD reserves the right to change the Scope of Services, work plan, timeline and budget of the project.

Contractor will participate in an ongoing HSD evaluation of the program performance, goals, and accomplishments.

The HSD prohibits the release, distribution and publication of any information prepared for the HSD without prior approval from the Program Coordinator.

The EOPSS will be notified in advance and credited in any press statements, speeches and publications conducted by the contractor regarding this contract. Copies of any statements, speeches and publications will be sent to the HSD for prior approval.

Contractor will submit a copy of any sub-contracts for the HSD review and contract file.

All printed material and incentives associated with this contract must receive prior HSD approval and include the following text: "This program is funded by the Executive Office of Public Safety and Security."

All articles produced for newsletters, newspapers and web sites must receive HSD approval prior to release.

Contractor will submit a signed original and two copies of a monthly Expenditure Report for reimbursement of expenses no later than the 15th of the month following activity. The report will be based on approved monthly expenses.

Contractor will submit a monthly narrative report detailing services performed during the reporting month. The monthly report will list each of the program objectives outlined in the Scope of Service and the status of each objective on a monthly basis. This report is due no later than the 15th of the month following activity. The financial and activity reports for all services conducted through June 30, 2011 must be submitted no later than July 30, 2011 or risk non-reimbursement. In-kind reports will be submitted monthly.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



Contractor will submit an Annual Report giving a detailed administrative evaluation. Report is due no later than October 15, 2011.

Supplanting of funds is prohibited. Funds for program and services provided through this grant are intended to supplement other state or federal funding sources. Specifically that means that no position previously funded by the Massachusetts legislature through a state agency may be supported with NHTSA funds.

No changes may be made in the approved line item budget without a written request from the contractor, followed by written approval from the HSD.

Lack of activity and failure to meet financial and programmatic deadlines may result in contract suspension or termination.

The HSD does not reimburse for tolls, parking, and entertainment.

ADDITIONAL TERMS AND CONDITIONS

Audit shall be performed in accordance with Circular A-133. A copy of report shall be submitted to the Highway Safety Division within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

ABCC employees are specially trained for this type of training and administrative action.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? ____ No x Yes.
If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).

A08 and A07 object codes will be utilized under this ISA. The ABCC investigators are specially trained in this function.

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

N/A

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

No equipment purchases are currently planned. However, if equipment purchase requests are approved, the ABCC will procure, receive, maintain custody and provide upkeep of equipment indicated in the proposal. The ABCC will maintain inventory records indicating unit manufacturer, model, serial number, date of purchase, physical location of equipment and equipment condition and will include that information as equipment inventory reports for the duration of the useful life of the equipment. Reports are subject to validation by EOPSS.

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

Contractor will submit a signed original and two copies of a monthly Expenditure Report for reimbursement of expenses no later than the 15th of the month following activity. The report will be based on approved monthly expenses.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



Contractor will submit a monthly narrative report detailing services performed during the reporting month. The monthly report will list each of the program objectives outlined in the Scope of Service and the status of each objective on a monthly basis. This report is due no later than the 15th of the following month.

Contractor will submit an Annual Report giving a detailed administrative evaluation. Report is due no later than October 15, 2011.
9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

The HSD reserves the right to change the Scope of Services, work plan, timeline and budget of the project.

Audit shall be performed in accordance with Circular A-133. A copy of report shall be submitted to the EOPSS-OGR-HSD within 30 days after the completion of the audit, but no later than one year after the end of the audit period.

ABCC agrees to not supplant these funds with any other funds associated with the agency or funding sources.

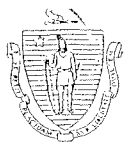
The measurement of success/evaluation method, self-sufficiency plan, and institutional plan are identified in the attached ABCC proposal.

Basic Federal Grant Conditions

The basic federal grant conditions that follow apply to all federal grants, regardless of the federal department making the funds available.

- Audit Requirement of Federal Funds
 - OMB Circular A-133 – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$500,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement:
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- Cost Principles for Federal Grants to *State and Local Governments*
 - 2 CFR Part 225 (formerly known as OMB Circular A-87) – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Addendum 2**.
 - Travel costs are allowable if pre-approved by the OGR and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities. The following link provides the full text of this basic federal grant requirement:
http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.
- Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* - These requirements apply to only the non-profit and higher education subrecipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



- o 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122):
http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.

Nondiscrimination Requirements – If you receive federal funds, you must comply with, and require your subcontractors, if any, to comply with, all applicable nondiscrimination requirements of federal law, which may include the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-12134), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), equal protection of the laws for faith-based organizations (Exec. Order No. 13,279), and meaningful access for persons with limited English proficiency (Exec. Order No. 13,166).

U.S. Department of Transportation Funds

The National Highway Traffic Safety Administration of the U.S. Department of Transportation offers two documents that present requirements for the use of the funds and outline the purpose of each category of grants provided.

- The links for the two programmatic and financial guide documents made available from the National Highway Traffic Safety Administration are as follows:
 - o Highway Safety Grant Funding Policy:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf

Pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.

A more complete document on administrative requirements is found in 49 CFR Part 18 - the Uniform Administrative Requirement for Grants as promulgated by the U.S. Department of Transportation.

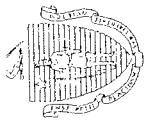
- o Highway Safety Grant Management Manual:
http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_ManI_Content1_01.html. This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.
- Subrecipients of federal grant funds are responsible for understanding and following both the **Federal and State Conditions**.
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
 - o If you need additional time to complete the scope of work for your grant award, OGR may grant a time-only extension so long as the revised contract containing the extension request is executed by both the subrecipient and OGR before the current end date of the contract. No time extension can be granted if the revised contract form is executed after the current end date of the contract.
 - o Requests for time extensions must to be made at least 30 days before the end date of the contract.
- **Award amounts remaining at the end of the contract** will be reverted back to OGR. All goods must be received and all services rendered by the end date of the contract.
- OGR must receive all **requests for reimbursement** within 30 days of the end date of the contract. Requests for reimbursement received after 30 days may result in non-payment at the option of OGR. Reimbursement under a subsequent contract may also be withheld pending resolution of any pending documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.
 - If the **request for reimbursement** is returned due to incomplete documentation, the request must be resubmitted in the time noted by OGR when the request was returned.
- All **programmatic and financial reports** must be received in accordance with the requirements of your specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** charged to grant awards will currently be paid at the lesser of \$.40 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- Program costs associated with **indirect cost rates** will not be reimbursed without documentation of the rate having been approved by a federal agency.
- Subrecipients must follow the **procurement practices** of their organization. You should ensure that your procurement practices conform to any specific federal guidelines found the references in the federal conditions

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



section above. Where there is a difference between the practices of the subrecipient organization and a federal guideline, the more restrictive procedure applies.

- As discussed in the federal conditions above, you are required to have an annual audit of federal funds if your agency receives more than \$500,000 in federal funds from all sources. OGR has developed a "self-identifying" form titled "**Federal OMB Circular A-133 Audit Form**" to be submitted to OGR at the end of the fiscal year and after the completion of your A-133 federal funds audit. The form asks if you were required to have an audit and, if so, to identify any findings related to the federal funds awarded by OGR. Submission of this annual reporting form is required.
- You should anticipate periodic compliance **site visits**. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by OGR.
 - All grant-related documentation must be retained for a period of 6 years from the close of the contract.
- In the event that your funded program is **evaluated** by an outside evaluator during the funded project period, notify OGR in writing and provide a copy of the evaluation.
- It is your responsibility to **report any alleged fraud, waste or abuse** to the Office of the State Auditor and to the applicable federal agency. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
- If the **use of the grant funds has not begun** within 60 days of the start of the contract, you must report to OGR the steps taken to initiate the grant activities, the reasons for the delay and the expected start of the use of the funds. If the use has not begun in a meaningful way, OGR reserves the right to cancel the contract.
- Whenever you plan to **implement the grant activities through the use of other contractors**, you must incorporate the grant provisions in this document into those subcontracts and seek the approval of OGR before to executing those subcontracts.
- If your grant or contract calls for the creation or production of **instructional materials**, the materials will be "work made for hire," as defined in United States copyright law, and EOPSS shall be considered the author. EOPSS shall be the sole owner of all rights in these materials, including copyrights and all rights to use, reproduce, or publish the materials, and you may not use, reproduce, or distribute such materials without prior written approval of EOPSS. If your project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material.



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

ATTACHMENT B - BUDGET

Check one: ☒ Initial ISA Budget ☐ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ _____
(for reference - if applicable)

PRIOR MMARS DOCUMENT ID: _____

CURRENT DOC ID: **ISAEPSFY11ABCCTREIIA**

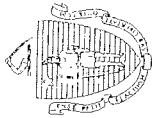
[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial ISA Amount / or Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	New Amount After Amendment
2011	8000-4804	AA	Overtime/Shift Differential	\$17,793.00				
2011	8000-4804	DD	Payroll Taxes @ 1.91% And additional expenses	\$ 420.00				
2011	8000-4804	EE	Indirect Cost @ 10%	\$ 1,787.00				
2012	8000-4804	AA	Overtime/Shift Differential	\$ 4,300.00				
2012	8000-4804	DD	Payroll Taxes @ 1.91%	\$ 200.00				
2012	8000-4804	EE	Indirect Cost @ 10%	\$ 500.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA

FISCAL YEAR: 2011	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$20,000.00
FISCAL YEAR: 2012	SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 5,000.00
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)		\$25,000.00

Additional Budget Specifications:



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

ATTACHMENT C - FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

X <u>NEW</u> ISA <u>ISA AMENDMENT</u>		BUDGET FISCAL YEAR: 2011	
BUYER/PARENT DEPARTMENT: Executive Office of Public Safety and Security		SELLER/CHILD DEPARTMENT: Office of the State Treasurer/ABCC	
CTR ONLY - REVENUE BUREAU WILL ASSIGN			
Revenue Budget		Revenue Source	
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW			
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)			
Appropriation Number:		Payroll Indicator:	X Yes No
Budgetary Estimated Receipts \$20,000.00		BGCN Document Identification No. ISAEPSFY11ABCCCTRE11A	
COST ACCOUNTING STRUCTURE (BGRG - BQ88)			
Total Maximum Obligation of ISA: \$25,000.00		BGRG Document Identification No. ISAEPSFY11ABCCCTRE11A	
MAJOR PROGRAM TABLE SET-UP			
Major Program (6 chars. or less): HSPG15		Major Program Short Name (same as appropriation number): 80004804	
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD			
Effective From Date: 10/01/2010		Effective To Date: 11/30/2011	
Program Period:			
Program Period Name:		Program Period Short Name:	
PROGRAM TABLE SET-UP			
Effective From Date: 10/01/2010		Effective To Date: 11/30/2011	
Program Name: ABCC FY11 TRAINING		Program Short Name: FY11 TRNG	
Program Code: (MUST START WITH "F" followed by up to 9 characters) FY11TRNG		Sub Account: 0000	
FUNDING PROFILE - FUNDING LINE			
Draw Name:	Customer ID	Payment System Code - Check one option only	
EDCAPS:	VC7000000001	D	
ECHO:	VC7000000002	E	
LOCES:	VC7000000003	L	
SMARTLINK:	VC7000000004	S	
ASAP- OTHER:	VC7000000005	Y	
ASAP:	VC7000000006	Z	
GRANT- NON DRAW:	VC7000000007	X No Code	
FUNDING IDENTIFICATION			
Federal Catalog Agency: (2 digit code) 20	Federal Catalog Suffix: (3 digit code) 600		
Letter of Credit No.			

Authorized Signatory Seller/Child Department: Brian F. Turnbull Date: 11-15-10 Name: Brian F. Turnbull

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



The Interdepartmental Service Agreement (ISA) Form is issued by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. The ISA Instructions are provided to assist both Buyer/Parent and Seller/Child Commonwealth Departments with the interpretation and completion of the ISA Form and are incorporated by reference into the ISA. The ISA Form is the "Contract" that documents the business agreement (joint venture) between two Commonwealth departments within the Executive, Judicial and Legislative Branches of government. A Department must be recognized as a Department in the State Accounting System (hereinafter referred to as "MMARS") in order to transfer or receive funding under an ISA. The ISA must comply with funding language in any appropriation act funding the ISA, as well as all applicable general and special state or federal laws, regulations. The Buyer/Parent and Seller/Child are responsible for reviewing and complying with the applicable CTR policies (including but not limited to the ISA, electronic signature and state finance law policies) located at the [CTR Knowledge Center](#) under Procurement and Contracts and also at the CTR Website at: [Comptroller Policies](#). While reasonable efforts have been made to assure the accuracy of the legal requirements for ISAs, Departments should consult with their legal counsel to ensure compliance with all legal requirements related to their performance under an ISA. PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT PERIODICALLY FOR UPDATES.

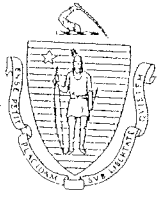
- **MMARS DOCUMENT ID:** Enter the state accounting system (MMARS) BGCN or BGCS or other authorized MMARS document number associated with this ISA. ISA related DOC ID Numbering must be done as described below. The Doc ID must be the Doc ID entered into MMARS and reflected on the supporting ISA paperwork. All ISA Doc IDs MUST START WITH "ISA", as follows.

EXAMPLE DOC ID Number **ISAEPS12345678SDF06A**

First 3 Characters	Second 3 Characters	Next 8 Characters	Next 3 Characters	Next 2 Characters*	Last Character
ISA	Buyer/Parent Department Alpha	Buyer/Parent defined May be numeric, alpha or combination	Seller/Child Department Alpha	Fiscal Year	A (initial document) B (1st Amendment) C (2nd Amendment)
ISA	EPS	12345678	SDF		

- **BUDGET FISCAL YEAR:** Enter the Budget Fiscal Year of the ISA or ISA Amendment, as appropriate.
- **REQUEST FOR RESPONSE REFERENCE NUMBER:** If the Seller/Child responded to an RFR that was posted on CommPASS, enter the RFR Reference Number as posted. If an RFR was not used, indicate "N/A". Seller/Child Departments may respond to a Request for Response (RFR) or other solicitation of a Buyer/Parent Department. If the Seller/Child Department is selected as a contractor, the ISA Form must be used as the "contract" (instead of the applicable Commonwealth Terms and Conditions and Standard Contract Form and Instructions).
- **BUYER/PARENT/SELLER/CHILD DEPARTMENT NAME:** Enter the 3 Alpha MMARS Department Code. For Example "CTR" for the Office of the Comptroller.
- **BUSINESS MAILING ADDRESS:** Enter the address where all correspondence to the ISA Manager must be sent. Unless otherwise specified in the ISA, legal notice sent or received by the Department's ISA Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the ISA Manager will meet any requirements for written notice under the ISA.
- **ISA MANAGER:** Identify the authorized ISA Manager who will be responsible for managing the ISA. ISA Managers must be Department Head Authorized Signatories in order to execute the ISA and otherwise obligate the Department with the appropriate MMARS Security to support Department Head Signature Authorization.
- **PHONE/FAX/E-MAIL ADDRESS:** Identify the phone, fax number(s) and electronic mail (e-mail) address of the ISA Manager.
- **PURPOSE OF ISA:** Check off whether this is a new ISA or an ISA Amendment. For New ISAs, enter the total Maximum obligation for the duration of the ISA. If an ISA Amendment, check off any of the Amendments that are being made and complete any information in the blanks provided and the Attachments that are identified.
- **BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY THIS ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED:** Identify a brief description of the ISA, ISA name and performance to be accomplished under the ISA. If an ISA Amendment, identify what is being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient and will result in ISA or Amendment being returned to MMARS Liaison of Buyer/Parent Department. The description is used to specifically identify the ISA performance, match the ISA with attachments and determine if the appropriate process has been selected.
- **INDICATE WHETHER SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) WILL BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA.** Justification for use of state employees and details of who will be working and work that will be performed must be included as part of ATTACHMENT A.
- **ACCOUNT INFORMATION:**
 - * Check the correct option for either a BGCN – non-subsidiarized (federal, capital, trust); BGCS – subsidiarized (budgetary). Other (CT, RPO or other document authorized by CTR); Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child with resources committed to ISA; or Amendment without Budget changes to ISA (used only for an Amendment if there are no changes to the budget and no changes to Attachments B and C (if applicable)).
 - * Identify for each account under the ISA whether the account is "added", "deleted" or "no change". **THIS SECTION MUST BE COMPLETED FOR AMENDMENTS EVEN IF THE ACCOUNT INFORMATION HAS NOT CHANGED.** Enter each ISA account, fund, major program code and program code for all funding under the ISA. Attachment B must be completed for all financial ISAs and ISA Amendments (with Budgetary or Account amendments). Attachment C must be completed for any financial ISAs or ISA Amendments with Budgetary or Account amendments involving federal or capital funds).
- **ISA ANTICIPATED START DATE:** Enter the anticipated start date, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations under this ISA available in the Seller/Child account for expenditure.

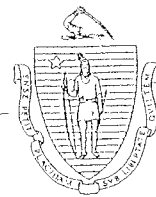
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



Note - ISA Duration. ISAs can be executed for the duration that makes sense from a business perspective. Multi-Year ISAs are encouraged if it best supports the Buyer/Parent and Seller/Child business processes. Similar to other types of contracts, all ISAs are subject to appropriation or other available funding. Therefore, Departments can enter into a Multi-year ISA even if funding transactions have to be processed annually to support each fiscal year of the ISA. Buyer/Parent and Seller/Child Departments are responsible for ensuring that the funding is in place in the authorized Seller/Child account(s) to ensure that the Seller/Child Department can timely encumber funds and pay employees, contractors, grantees, etc. from the authorized ISA Seller/Child account(s) in accordance with the ISA Terms and Conditions.

- **TERMINATION DATE OF THIS ISA:** The Buyer/Parent Department must enter the date the ISA will terminate. An ISA must be signed for the full duration and amount in accordance with what is negotiated between the Buyer/Parent and Seller/Child Department. Amendments to extend the termination date, such as renewals, must be made using the ISA Form and must be signed by authorized Department Head signatories (with appropriate MMARS Authorized Signatory Security roles) of both the Buyer/Parent and the Seller/Child Department contemporaneously with the need for the amendment but no later than the termination date (or as previously amended) in accordance with 815 CMR 6.00.
- **AUTHORIZING SIGNATURE FOR BUYER/PARENT DEPARTMENT/DATE:** The Authorized Buyer/Parent Department Signatory must, in their own handwriting, and in ink, sign AND enter the date the ISA is signed. **THE DATE IS AN INEXTRICABLE PART OF THE SIGNATURE AND MUST BE COMPLETED BY THE SIGNATORY AND MAY NOT BE PRE-FILLED OR ENTERED AFTER THE SIGNATURE BY ANOTHER PERSON.** Rubber stamps, typed or other images are not acceptable. See CTR policies on Electronic Signature and Department Head Signature Authorization for Department Head and Authorized Signatory certifications and responsibilities.
- **NAME/TITLE:** The Buyer/Parent and Seller/Child Department Authorized Signatory's name and title must appear legibly.
NOTE: Secretariat signoff is not required in order for CTR to process an ISA. However, Seller/Child and Buyer/Parent Departments are required to follow any internal secretariat procedures when obtaining authorization for an ISA (or for certain ISA transactions such as an inter-subsidiary transfer "TS") prior to submission to CTR. All ISAs are periodically reviewed by CTR to verify that the signatories are authorized by their Department Head to execute contracts. Departments are responsible for timely processing through secretariats to ensure timely funding as required under the Department Head certifications.
- **ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS.** *Attachment A is required for all new ISAs and for all ISA Amendments.* Departments must use this attachment and insert (type, or copy and paste) the required information in addition to other terms of performance negotiated by the parties under Section 9. Sections 1-8 are mandatory and must be answered in detail on the ISA will be returned to the Buyer/Parent Department MMARS Liaison. All information must be inserted into Attachment A using as many pages as necessary. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.
- **ATTACHMENT B - ANTICIPATED BUDGET.** *Attachment B is required for all New ISAs and for all ISA Amendments with budget and accounting transactions.* Departments must use this form. Insert all required information and use as many additional lines and pages as necessary. This attachment must breakdown the specifics of the ISA funding, by fiscal year, Seller/Child account, object class, description and amount. For multi-year ISAs the Attachment must provide a subtotal each fiscal year of the ISA (which equals each fiscal year's anticipated maximum obligation). All ISAs must provide a total maximum obligation for the total duration of the ISA (which must equal the total of all fiscal year subtotals) and must match the "Total Maximum Obligation for Duration of ISA" on the executed ISA.
 - * Check "Initial ISA Budget" or "ISA Amendment"
 - * Identify the MMARS Doc ID if the ISA is being amended.
 - * **Complete Columns A-E For New ISAs. Complete Columns A-I for Amendments.**
 - o **Column "A" (Budget Fiscal Year).** Enter the fiscal year of the funding, or amendment. For Multi year ISAs Column A must list planned expenditures by each fiscal year of the ISA.
 - o **Column "B" (Seller/Child Account).** Enter the number of each Seller/Child account listed on the ISA Form. For ISAs using multiple Seller/Child Accounts, Column B must list planned expenditures for each Seller/Child account.
 - o **Column "C" (Object Class).** Enter the Object Class (subsidiary) as outlined in the CTR Expenditure Classification Handbook (for example, "AA" for Employee compensation, "EE" for Administrative Expenses, "HH" for Consultant Contracts, etc.). If the line item is authorized for multiple fiscal years, enter a separate line-item for each fiscal year of the ISA in which the line item is authorized, specifying the estimated amount of the authorized expenditure. Lineitems break downs of estimated expenditures by Object Class are required even if the Buyer/Parent account is non-subsidiarized, since the Budget acts as the authorization for the ISA expenditures. For subsequent fiscal years, entering "Balance Forward Amount" for federal, bond and trust accounts is insufficient, since good project management practices presume that departments will be managing estimated expenditures over the life of a project with planned fiscal year obligations, rather than managing projects solely based upon remaining uncommitted estimated receipts or uncommitted balances.
 - o **Column "D" (Description).** Enter a brief description of the type of authorized budget expenditure or category. (e.g., "Conference Materials", "Program Manager", "Health Evaluations" etc.)
 - o **Column "E" (Initial ISA Amount/or Amount Prior to Amendment).** Enter the amount for the budget item authorized under the ISA for each fiscal year. If the ISA is being amended, enter the current amount for this lineitem, prior to the amendment. The Amendment amount will be entered in Column G and the new total will be entered in Column I.
 - o **Column "F" (+/-)** is only used if the ISA is being amended to add or reduce a budget line item. Enter "+" for budget addition or "-" for a budget reduction.
 - o **Column "G" Amendment Amount** is only used if the ISA is being amended to add or reduce a budget line item. Enter the amount of the budget line being increased or decreased
 - o **Column "H" (Carry-In)** is only used if the ISA is being amended to reduce a prior year federal grants fund line item with uncommitted estimated receipts that are being re-authorized in the current or a future fiscal year. Enter "YES" in this column for each line item being amended (by object class and description) to reflect a reduction in the budget in a prior fiscal year line item, and for each line item being added (by object class and description) to reflect a reauthorization of the funds in the current or a future fiscal year.

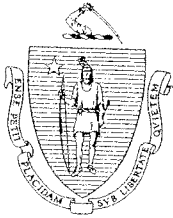
INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS



- o Column "I" New Amount After Amendment is only used if the ISA is being amended to add or reduce a budget line item. Enter new ISA Amount after the adding or reduction of the line-item amount referenced in Column G.
- * FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION.
 - o Fiscal Year Subtotals For single fiscal year ISAs enter the fiscal year (e.g., "Fiscal Year 2007") and enter the subtotal of all "Current Amounts" (Column E) for that fiscal year. For Multi-year ISAs, enter each fiscal year of the ISA as a separate subtotal and enter the subtotal of all "Current Amounts" for each fiscal year.
 - o Total Maximum Obligation for Duration of ISA Enter the Total Maximum Obligation for the Duration ISA for all fiscal years (as identified on the executed ISA Form). For single fiscal year ISAs, this amount should be the same as the Fiscal Year Subtotal. For Multi-fiscal year ISAs, this amount should equal the total of all the listed fiscal year subtotals.
- ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT (complete only if Buyer/Parent Account is a Federal Account). Please enter the following information on this form.
 - * Enter whether this is a "New" ISA or an ISA Amendment and enter the Budget fiscal year.
 - * Enter the Buyer/Parent and Seller/Child Departments, which must match the ISA
 - * Skip the Revenue Budget and Revenue Source which will be completed by CTR.
 - * CENTRAL BUDGET STRUCTURE:
 - o Appropriation Number Enter the Appropriation Number assigned by ANF
 - o Payroll Indicator Enter a Payroll indicator of Yes or No.
 - o Estimated Budgetary Receipts Enter the amount of the Estimated Budgetary Receipts (the amount estimated in the ISA or Amendment for the current state fiscal year)
 - o BGCN Document Identification No. Enter the MMARS Document Identification Number for the Central Expense Document (BGCN). The BGCN must be entered and submitted to PEND in MMARS. Providing a screen print of the BGCN aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * COST ACCOUNTING STRUCTURE.
 - o Total Maximum Obligation of ISA or ISA Amendment Amount For New ISAs, enter the Total Maximum Obligation of the ISA for the full duration of the ISA. For ISA Amendments, enter the amount of the modification.
 - o BGRG Document Identification No. Enter the MMARS Document Identification Number for the Reimbursable Grant Budget Document (BGRG). The BGRG must be entered and submitted to PEND in MMARS. Providing a screen print of the BGRG aids CTR in the processing of the ISA and set up of the accounts or account changes.
 - * MAJOR PROGRAM TABLE SET-UP. This sets up the cost accounting hierarchy with groups of activities (programs) all part of one structure. For example – a major program could be wastewater management– WASTE. All documents (contracts, encumbrances, payments will reference this code.) All documents (contracts, encumbrances, payments will reference this code.)
 - o Major Program. Enter the 6 (or fewer) character Major Program Code assigned by the department.
 - o Major Program Name. Enter the full Major Program Name.
 - o Major Program Short Name. Enter the Major Program Short Name.
 - * PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD (EPP). Enter the Program Period or Extended Program Period (EPP) information. This establishes the effective period of the grant. Please note that end dates are "hard edited" by the system, thus please take into account the accounts payable period for grants when establishing this date. Multiple periods allow for easy periodic reporting aligned to federal reporting dates. However, a Buyer/Parent department may choose to use 1 reporting period- EPP – that encompasses all dates. The downside of this method is that specific periodic federal reporting by the system is not achieved.
 - o Enter the Program Effective From Date and Effective to Date.
 - o Enter the Program Period or Extended Program Period (EPP) information
 - o Enter the Program Period Name, and Program Period Short Name
 - * PROGRAM TABLE SET-UP.
 - o Enter Program Name. For example a program could be for "storm water discharge"
 - o Enter Program Short Name.
 - o Program Code. Enter the 10 (or fewer) characters. All Federal Program codes must begin with the letter "F" This is the second level of the cost accounting hierarchy. Programs are individual activities within a Major Program. Using the major program example, a program could be for storm water discharge– the program code would be "Fstormdis" All documents (Recurring Payment Order (RPO), payments will reference this code.)
 - o The sub account must be the sub account in the award letter or the draw on the federal grant will fail. If a subaccount changes, this code must change.
 - * FUNDING PROFILE - Funding Line. This must be filled out properly – indicating the federal payment system to be used. If the wrong payment system is indicated, the draws on the federal grant will fail. Enter a check next to appropriate Payment System Code
 - * FUNDING IDENTIFICATION.
 - o Federal Catalog Agency Code Enter the 2 digit Federal Catalog Agency code.
 - o Federal Catalog Suffix. Enter the 3 digit Federal Catalog Suffix code from your award letter or contact the appropriate agency. This must align to the grant award. The proper grant identification information is a federal reporting requirement.
 - o Letter of Credit No. Enter the Letter of Credit No. for this grant award.

COMPLETED ISAS SHOULD BE SUBMITTED FOR PROCESSING TO:

Office of the Comptroller, One Ashburton Place– 9th Floor, Attention: Accounts Payable Bureau, Contracts, Boston, MA 02108
CTR Helpline: 617-973-2468



Timothy P. Cahill
Treasurer and Receiver General

Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
Telephone: (617) 727-3040
Fax: (617) 727-1258

Kim S. Gainsboro
Chairman

June 15, 2010

Ms Caroline Hymoff
Senior Program Manager
Executive Office of Public Safety
Highway Safety Division
10 Park Plaza, Suite 3720
Boston, Massachusetts 02116-3933

Dear Ms Hymoff,

Please accept the following proposal, which is being forwarded to you as directed by Massachusetts FY10 Budget line item 0610-0050, for the Alcoholic Beverages Control Commission's 2010 – 2011 Law Enforcement Training Program.

Law Enforcement Training

Problem to be Addressed

Massachusetts has the 3rd lowest ratio of enforcement agents to licensees in the country. Further, experience has taught us that only a handful of local police departments have designated full time liquor enforcement units or officers and most local police departments are forced to assign their field officers to address violent crimes and motor vehicle issues. In-service training has historically provided very little liquor enforcement training.

Objective

The objective of this program is to maximize liquor enforcement efforts across the commonwealth to prevent underage access to alcohol and to prevent drunk driving tragedies. The Investigation and Enforcement Division works with Massachusetts Police Academies and Local Police Departments to educate local and state law enforcement officers in the enforcement of the Massachusetts Liquor Control Act as well as False Identification and Fraudulent Document Detection. This training enhances the prevention of underage drinking and drunk driving by developing local police department knowledge of and involvement in liquor law enforcement. These classes are currently being presented at police departments throughout the commonwealth.

Results

To date, in 2010 the Investigation and Enforcement Division has conducted Training Sessions for 120 Police Departments and 600 Officers.

In 2009, the Investigation and Enforcement Division conducted Training Sessions for 270 Police Departments and 1081 Officers.

In 2008, the Investigation and Enforcement Division conducted Training Sessions for 293 Police Departments and 606 Officers.

Action Plan

To work with Massachusetts Police Academies and Local Police Departments to train local and state law enforcement officers in the enforcement of the Massachusetts Liquor Control Act as well as False Identification and Fraudulent Document Detection. The cost of this program would be \$25,000.00.

Based on the FY10 results to date, we would estimate that we would provide this training for approximately 150 Police Departments and 900 Officers.

ABBC In Kind Contribution

The Alcoholic Beverages Control Commission will provide in kind contributions where Investigators ABCC will provide additional work hours both in support of and in addition to the hours scheduled for training that is paid by HSD. It is estimated that these additional work hours will amount to approximately 20% of the monies paid by HSD.

The current ABCC budget for training programs do not allow for the aggressive proposal outlined above. It could not be accomplished without the funding requested in this proposal.

Project Evaluation

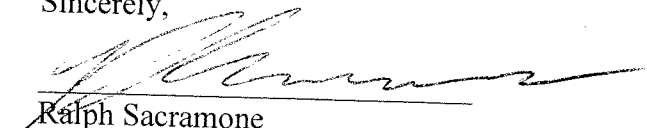
This project will be evaluated at the end of each year compared to the stated objective. The ultimate objective is to reach municipal police department veteran officers through an in-service academy as well as new recruits through basic training academies.

Project Continuation beyond Grant Funding

The current ABCC budget does not allow for the aggressive proposal outlined above. It could not be accomplished without the funding requested in this proposal. Without grant funding, the ABCC would reassess its resources and apply whatever is available to the police academies and in-service training sessions that provide the most wide-ranging coverage across the commonwealth. This would be determined through the experience of the current training program.

Please call with any questions or comments that you may have regarding this extension and thank you for your time and consideration.

Sincerely,


Ralph Sacramone
Executive Director

2010

<u>Department</u>	<u>Subject</u>	<u>Departments</u>	<u>Officers</u>
Attleboro Police Department	Liquor Control Act / Fraudulent Documents	2	15
Worcester Police Department	Fraudulent Documents Training	1	27
Andover Police Department	Fraudulent Documents Training	5	17
Worcester Police Department	Fraudulent Documents Training	1	14
Andover Police Department	Liquor Control Act/Compliance Check Training	5	20
Wareham Police Department	Liquor Control Act / Fraudulent Documents	1	15
Acton Police Department	Liquor Control Act / Fraudulent Documents	5	15
Salem Police Department	Liquor Control Act / Fraudulent Documents	5	30
Massachusetts State Police Academy	Liquor Control Act / Fraudulent Documents	15	40
Salem Police Department	Liquor Control Act/Fraud Docs/c/c's	8	28
Maynard Police Department	Liquor Control Act/Fraud Docs/c/c's	1	8
Lynn Police Department	Compliance Check Training-in kind	1	4
Bridgewater Police Department	Liquor Control Act/Fraud Docs/c/c's	8	16
MBTA Police Academy	Liquor Control Act/Fraud Docs/c/c's	10	27
Cambridge Alliance-Campus Officers	Fraud Documents	10	21
Attleboro Police Department	Liquor Control Act/Fraud Docs/c/c's	3	12
Waltham Police Department	Liquor Control Act/Fraud Docs/c/c's	1	31
Boston Hilton DEA classes	Fraud Documents	10	90
Belmont Pd	Fraud Documents	1	20
New Bedford	Liquor Control Act	3	19
Danvers-North Shore Harbormasters	Fraud Documents	1	6
Hopkinton Police Department	Liquor Control Act/Fraud Docs/c/c's	2	10
Plymouth Police Department	Liquor Control Act/Fraud Docs/c/c's	5	21
Stoughton Police Department	Liquor Control Act/Fraud Docs/c/c's	5	20
Boylston Academy	Liquor Control Act/Fraud Docs/c/c's	11	23
Umass Dartmouth	Liquor Control Act/Fraud Docs/c/c's	1	25

Police Departments

Adams
Amherst
Amherst
Amherst College
Andover
Ashland
Attleboro
Auburn
Barre
Becker College
Becket
Bentley College
Berkshire Sheriff
Bolton
Boston College
Boston University
Bridgewater State
Bristol CC
Brockton
Canton
Cheshire
Dalton
Danvers
Dedham
Douglas
East Longmeadow
Emerson College
Fitchburg
Foxboro
Foxborough
Framingham
Franklin
Gardner
Great Barrington
Hampshire College
Hatfield
Haverhill
Hinsdale
Holliston
Holy Cross
Hudson
Lanesborough
LaSalle College
Lee
Leicester
Lenox
Leominster
Marlboro
Mass Environmental PD
Mass General
Massachusetts State Police
MassPort
Mattapoisett
Maynard
Medford

Police Departments

Millville
Milton
Montague
Mt. Holyoke College
N Berkshire Community Coalition
Natick
New Bedford
Norfolk
North Adams
North Brookfield
Northampton
Northborough
Northbridge
Northeastern University
Norwell
Norwood
Oak Bluffs
Oakham
Otis
Pittsfield
Quincy
Quinsigamond College
Reading
Salisbury
Sandisfield
Shrewsbury
Simmons College
South Hadley
Southampton
Southwick
Spring Tech College
Springfield
Springfield College
Stockbridge
Stonehill
Sunderland
Taunton
Tisbury
Tufts
U Mass Amherst
U Mass Boston
U Mass Dartmouth
Waltham
Warren
Webster
West Springfield
West Stockbridge
Western Mass. Center for Healthy Comm
Western New England College
Westfield State College
Wheaton College
Williamsburg
Williamstown
Windsor
WNEC PD

Police Academies

Berkshire County District Attorney's Training Seminar
Department of Public Health Coalitions
Hanscom Air Force Military Police
International Lodging Security Association
Mass Municipal Police Training Academy: Foxborough
Mass Municipal Police Training Academy: MBTA
Mass Municipal Police Training Academy: New Bedford
Mass Municipal Police Training Academy: New Braintree
Mass Municipal Police Training Academy: Plymouth
Massachusetts Training Council: Springfield
MBTA Academy Quincy
Middlesex County Sheriff Training Academy
New Braintree State Police Academy
Reading Police Department

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