



**CITY OF PITTSFIELD**  
**REGULAR MEETING**  
**PITTSFIELD CITY COUNCIL via ZOOM**  
**December 8, 2020, at 7:00 p.m.**

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA

2020 DEC -3 PM 4: 24

## **AGENDA**

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and state and federal orders and guidance imposing strict limits on the number of people that may gather in one place, this meeting of the City Council will be conducted exclusively via remote participation. For this meeting, members of the public who wish to watch the meeting may do so on PCTV. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the City's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

**NOTE:** If you are required to participate in a particular item, you may do so by calling (312) 626-6799, Enter the Meeting ID, 954 1470 5565 on your phone's keypad and press #. Press # again.

1. Open microphone

### **APPOINTMENTS**

2. A communication from Mayor Tyer reappointing Rosalind Kopfstein, Alison Basdekis and Dina Guiel Lampiasi to the Human Services Advisory Council
3. A communication from Mayor Tyer appointing Alex Reczkowski to the Human Services Advisory Council
4. A communication from Mayor Tyer appointing Paula Albro to the Parks Commission
5. A communication from Mayor Tyer appointing Ann Marie Carpenter, Newell Young, Chris Haley, Erin Forbush, Kim Borden, Maureen Tuggey, Matthew Buckley, Ryan Williams, Councilor Maffuccio, Justine Dodds, Karen Ryan, Michael McMahon, Ed Carmel, Katelynn Miner and Siliva Soria to the Homeless Advisory Committee

### **COMMUNICATIONS FROM HER HONOR THE MAYOR**

6. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$39,959.25 from the Massachusetts Executive Office of Public Safety and Security- Office of Grants and Research Division for the FY21 Edward Byrne Justice Assistance Grant
7. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$40,000.00 from the Massachusetts Executive Office of Public Safety and Security- Office of Grants and Research Division for the FY21 Municipal Roads Safety Program Grant

8. A communication from Mayor Tyer submitting an Order to accept a grant of funds in the amount of \$2,000.00 from the Massachusetts Interlocal Insurance Association
9. A communication from the Mayor submitting an Order to pay a previous year expense in the amount of \$69,619.01 from the FY21 Unclassified Budget related to unemployment claims

#### **COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND BOARDS**

10. A report from the Community Development Board on a petition from Councilors Connell and Kavey requesting to amend City Code, Chapter 23, Section 4.3 to establish requirements and standards for the permitting of wireless communication facilities, recommending to reject the petition in its current form 4/0
11. A petition from Councilor Kavey requesting COVID-19 data from 11/01/20 to present and explain any changes in data specifically pertaining to new case numbers and changes in infection rate after the closing of restaurants on 11/13/20
12. A petition from Councilor Maffuccio requesting the City of Pittsfield, Public Health and Safety subcommittee and the District Attorney's office look into practices at the homeless shelter concerning abuse and human rights violations
13. A petition from Councilor Maffuccio challenging the Cities policy of evicting homeless individuals and the policy the Parks Commission and the Mayor have in place
14. A communication from the Licensing Board on a petition from Councilor Maffuccio requesting the Health Department and the Licensing Board provide an update on warnings and sanctions placed on restaurants who violated the orders in place
15. A communication from the Health Department on a petition from Councilor Maffuccio requesting the Health Department and the Licensing Board provide an update on warnings and sanctions placed on restaurants who violated the orders in place

#### **UNFINISHED BUSINESS**

16. A petition from Councilors Maffuccio and Morandi asking to appoint a City Youth Advisor (*Tabled March 10, 2020*)
17. A petition from Councilor Maffuccio requesting to adopt Mass General Law, Chapter 85, Section 17A, to ban activity from Park Square to Hubbard Avenue and from North Street to Tyler Street. (*Tabled March 10, 2020*)





# THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201  
(413) 499-9321 • ltyer@cityofpittsfield.org

**Linda M. Tyer**  
Mayor

December 2, 2020

To the Honorable Members of the City Council  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

Dear Councilors,

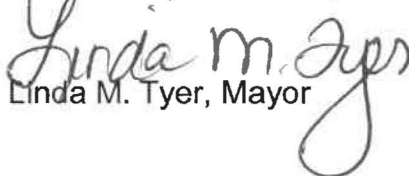
It is my sincere privilege to submit herewith for your consideration the following reappointments to the Human Services Advisory Council for terms expiring on December 8, 2023:

Rosalind Kopfstein, 18 Charisma Drive, Pittsfield, MA 01201

Alison M. Basdekis, 266 Winslow Road, Stephentown, NY 12062

Dina Guiel Lampiasi, 8 Trova Terrace, Pittsfield, MA 01201

Respectfully submitted,

  
Linda M. Tyer, Mayor



# THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201  
(413) 499-9321 • ltyer@cityofpittsfield.org

**Linda M. Tyer**  
**Mayor**

December 2, 2020

To the Honorable Members of the City Council  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Alex Reczkowski, 155 Wendell Avenue, Unit #3, Pittsfield, MA to the Human Services Advisory Council for a term expiring December 8, 2023.

Respectfully submitted,

  
Linda M. Tyer  
Mayor



# THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201  
(413) 499-9321 • [ltyer@cityofpittsfield.org](mailto:ltyer@cityofpittsfield.org)

**Linda M. Tyer**  
Mayor

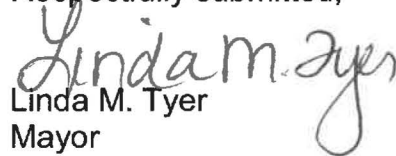
December 3, 2020

To the Honorable Members of the City Council  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the appointment of Paula Albro, 20 Flintstone Drive, Pittsfield, MA to the Parks Commission for a term expiring February 14, 2022.

Respectfully submitted,

  
Linda M. Tyer  
Mayor

Dear Mayor Tyer,

I heard recently of an opening on the Pittsfield Park Commission and hope that you would consider me as a candidate. I am a native of Pittsfield and previously served on the Park Commission for nineteen years. I was honored to be the first woman chair. Before I moved to Vermont I was the principal at Morningside School. I also have served on numerous committees and boards in both Massachusetts and Vermont.

Thank you for your time in considering this request. I look forward to serving my community once again.

Respectfully,

Paula Albro



# THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201  
(413) 499-9321 • ltyer@cityofpittsfield.org

**Linda M. Tyer**  
Mayor

December 3, 2020

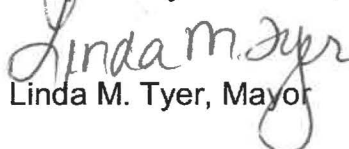
To the Honorable Members of the City Council  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

Dear Councilors,

It is my sincere privilege to submit herewith for your consideration the following appointments to the Homeless Advisory Committee for terms expiring as follows:

Member Type	Name	Organization	Terms
Pittsfield Public Schools	Ann Marie Carpenter	Pittsfield Public Schools	December 8, 2021
Emergency medical professional	Newell Young	Berkshire Health Systems	December 8, 2022
Mental Health Agencies	Chris Haley, LICSW	MA Dept. of Mental Health	December 8, 2023
Non-profit social services agencies	Erin Forbush	ServiceNet	December 8, 2023
Public Housing Authorities	Kim Borden	Berkshire County Regional Housing Authority	December 8, 2023
Elder Services agencies	Maureen Tuggey	Elder Services of Berkshire County	December 8, 2022
Veterans Services agencies	Matthew Buckley	Soldier On	December 8, 2022
Public Safety agencies	Ryan Williams	Pittsfield Police Department	December 8, 2022
Pittsfield City Council	Councilor Anthony Maffuccio	Pittsfield City Council	December 8, 2021
Pittsfield Community Development	Justine Dodds	Community Development Department	December 8, 2023
Current or former homeless person	Karen Ryan	Christian Center	December 8, 2023
Berkshire County Sheriff's Office	Michael McMahon	Berkshire County Sheriff's Office	December 8, 2022
Member	Ed Carmel		December 8, 2021
Member	Katelynn Miner	Berkshire Dream Center	December 8, 2021
Member	Silvia Soria	Elizabeth Freeman Center	December 8, 2021

Respectfully submitted,

  
Linda M. Tyer, Mayor



# THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201  
(413) 499-9321 • ltyer@cityofpittsfield.org

**Linda M. Tyer**  
**Mayor**

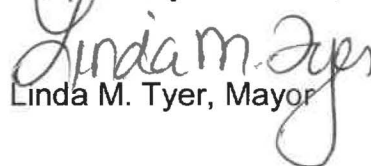
December 2, 2020

To the Honorable Members of the City Council  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$39,959.25 from the Massachusetts Executive Office of Public Safety and Security-Office of Grants and Research Division for the FY21 Edward Byrne Justice Assistance Grant.

Respectfully submitted,

  
Linda M. Tyer, Mayor

LMT/CVB  
Enclosure





**CITY OF PITTSFIELD  
POLICE DEPARTMENT**

POLICE HEADQUARTERS, 39 ALLEN STREET, PITTSFIELD, MASSACHUSETTS 01201 (413) 448-9700, FAX (413) 448-9733

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

November 30, 2020

Honorable Linda Tyer  
Mayor-City of Pittsfield  
70 Allen St  
Pittsfield, MA 01201

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY21 Edward Byrne Justice Assistance Grant in the amount of \$39,959.25 from the Massachusetts Executive Office of Public Safety and Security-Office of Grants and Research Division to the Pittsfield Police Department.

Respectfully submitted,

  
Michael J. Wynn  
Chief of Police

c: Matthew Kerwood, Director of Finance  
Allison Crespo, City Accountant

“DEDICATED TO EXCELLENCE”

# City of Pittsfield

M A S S A C H U S E T T S

IN CITY COUNCIL

**AN ORDER**

No. \_\_\_\_\_

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY21 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDS IN THE AMOUNT OF  
\$39,959.25 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC  
SAFETY AND SECURITY– OFFICE OF GRANTS AND RESEARCH DIVISION**

**Ordered:**

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the amount of \$39,959.25 from the Massachusetts Executive Office of Public Safety and Security –Office of Grants and Research Division to the Pittsfield Police Department.



OFFICE OF THE GOVERNOR  
COMMONWEALTH OF MASSACHUSETTS  
STATE HOUSE • BOSTON, MA 02133  
(617)725-4000

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

November 23, 2020

Michael Wynn, Chief  
Pittsfield Police Department  
39 Allen Street  
Pittsfield, MA, 01201

Dear Chief Wynn:

We are pleased to inform you that the **Executive Office of Public Safety and Security's Office of Grants and Research (OGR)** has awarded the Pittsfield Police Department **\$39,959.25** in **Edward Byrne Memorial Justice Assistance Grant (JAG) funds**. The Byrne JAG Local Law Enforcement Opportunity is intended for local police departments to address their law enforcement and criminal justice related needs.

All documents necessary to make this award official will be forthcoming from the OGR. Throughout the project period, the OGR will be your point of contact and provide all administrative oversight and technical assistance, as needed.

In the meantime, if any questions should arise, please contact Tom Ashe, OGR Program Coordinator at: [thomas.b.ashe@mass.gov](mailto:thomas.b.ashe@mass.gov) or via telephone at: 617-933-3518.

Congratulations on your award!

Sincerely,

A handwritten signature in dark ink, appearing to read "Charles Baker".

Governor Charles D. Baker

A handwritten signature in dark ink, appearing to read "Karyn Polito".

Lt. Governor Karyn E. Polito



**The Commonwealth of Massachusetts**  
**Executive Office of Public Safety & Security**  
**Office of Grants & Research**  
Ten Park Plaza, Suite 3720-A  
Boston, Massachusetts 02116

**Charles D. Baker**  
Governor

Tel: (617)725-3301  
Fax: (617)725-0260  
[www.mass.gov/ogr](http://www.mass.gov/ogr)

**Thomas A. Turco, III**  
Secretary

**Kevin Stanton**  
Executive Director

**Karyn Polito**  
Lieutenant  
Governor

November 23, 2020

Michael Wynn, Chief  
Pittsfield Police Department  
39 Allen Street  
Pittsfield, MA 01201

Dear Chief Wynn:

On behalf of the **Executive Office of Public Safety and Security's Office of Grants & Research (OGR)**, I am pleased to inform you that the **Pittsfield Police Department** has been awarded **\$39,959.25** in **Edward Byrne Memorial Justice Assistance Grant (JAG) funds**. The Byrne JAG Local Law Enforcement Opportunity is intended for local police departments to address their law enforcement and criminal justice related needs.

Additional correspondence, including all the necessary documents required to make this award official are included in this email. **Please note, your official start date will be the date that your returned contract is signed and dated by OGR.**

In the meantime, if you have any questions, please feel free to contact Tom Ashe, OGR Program Coordinator at: [thomas.b.ashe@mass.gov](mailto:thomas.b.ashe@mass.gov) or on the telephone at: 617-933-3518.

Congratulations on your award. I look forward to working with you and your staff on this important public safety initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Stanton".

Kevin Stanton  
Executive Director

## **Baker-Polito Administration Awards \$7.8 Million in Federal Grants for Highway Safety, Crime Prevention, and Education Initiatives**

Boston – Today, Governor Charlie Baker, Lieutenant Governor Karyn Polito and Public Safety and Security Secretary Thomas Turco announced that more than 160 law enforcement agencies will receive \$7.8 million in federal grant funding made possible through the Edward J. Byrne Memorial Justice Assistance Grant (JAG) program and the National Highway Traffic Safety Administration. These grants will provide access to equipment and strengthen training, crime prevention and enforcement initiatives across the Commonwealth.

“Our administration remains committed to maximizing federal resources to support the Commonwealth’s cities and towns,” **said Governor Charlie Baker**. “These grants will provide technology and equipment that enables the dedicated women and men in law enforcement to engage their communities in meaningful ways..”

The JAG program is the leading source of criminal justice funding awarded by the Department of Justice to state and local jurisdictions. Local police departments, sheriffs, and the Municipal Police Training Committee (MPTC) received a combined \$4.6 million in funding for several needs, including protective equipment and communications infrastructure.

The National Highway Traffic Safety Administration provided \$3.2 million to fund traffic enforcement campaigns, safety equipment, and non-enforcement activities by local police. All the initiatives contribute to reducing vehicle crashes and the resulting injuries and loss of life.

“In big cities and small towns alike, these federal resources will bolster so much of what we do to help make our communities safer,” **said Lieutenant Governor Polito**. “These resources will also empower law enforcement to engage residents and respond effectively on behalf of victims and survivors.”

The Office of Grants and Research (OGR) within the Executive Office of Public Safety and Security serves as the State Administering Agency for federal funding from several sources, including the Department of Homeland Security, the Department of Justice, and the National Highway Traffic Safety Administration.

“As a strategic priority, public safety professionals think regularly about how equipment and public awareness campaigns can strengthen their approach to evolving threats,” **said Secretary Turco**. “I commend our staff at OGR for their steady leadership in the midst of the pandemic to identify and fund initiatives that create opportunities for law enforcement to develop their capabilities.”

“OGR embraces its responsibility to distribute federal funds in a way that makes a difference in the 351 communities of the Commonwealth,” **said OGR Executive Director Kevin Stanton**. “The level of care and thoughtfulness with which law enforcement approaches our grant process will undoubtedly carry over as they implement their initiatives in our communities.”

## JAG Grant Recipients

Below are the municipal police departments selected for an award:

Agency	Award Amount	Equipment and/or Services Requested
Abington	\$15,000.00	Overtime; Law Enforcement Database Search Engine Subscription
Acushnet	\$16,161.25	Mountain Bikes and accessories; Protective equipment
Amherst	\$11,551.90	Bulletproof Vests; Rental of Mobile Training Unit
Ashfield	\$5,282.00	Body Worn Cameras
Auburn	\$20,843.57	Protective Cases and Mounts for Grant-purchased iPads; Medical Equipment
Ayer	\$8,793.00	Portable Fingerprint Machine
Barre	\$38,800.00	Cameras, Microphones, Monitor, Server, Wiring, Installation
Bedford	\$26,849.76	Thermal Imaging Cameras with Vehicle Spotlights
Belchertown	\$9,182.43	Upgrade Cruiser Laptops; iPads
Berlin	\$17,052.50	Body Worn Cameras
Bernardston	\$12,288.85	Portable Radios, Mobile Radios, Base Radio, Bulletproof Vest
Beverly	\$40,000.00	Active Shooter Kits; Tri-band Radios; APX Portable Radios
Billerica	\$11,688.91	Microsoft Office Standard Office Pro Plus, Standard and SQL Software and Licenses
Bolton	\$37,120.00	Body Worn Cameras and Accessories
Bourne	\$38,220.00	Tasers
Boxborough	\$23,000.00	Radios
Boylston	\$39,805.52	Cameras, Door Locks and Installation
Braintree	\$40,000.00	Cameras, GPS Tracking System
Bridgewater	\$20,000.00	Health and Wellness Equipment for Officers
Brockton	\$40,000.00	Radios
Brookfield	\$13,400.00	Body Worn Cameras; Laptop
Brookline	\$20,000.00	EPIC Program, In-service Training
Buckland	\$24,854.75	Camera System, BVP, BWC, Radar Unit Signs, Tasers
Cheshire	\$33,694.88	Portable Radios, Mobile Radios and Base Radio
Chesterfield	\$38,854.00	Electronic Fingerprinting System, Tasers, Cruiser Radio Equipment
Clinton	\$36,959.00	Mobile Data Terminals
Cohasset	\$24,041.76	Radios
Cummington	\$26,218.47	Mobile Radios
Dalton	\$40,000.00	Cameras + Recording System
Danvers	\$14,497.64	LiveScan Fingerprint System
Deerfield	\$36,925.50	Mobile Data Terminals
Dudley	\$24,798.18	Computer Desktops; Breathalyzers



<b>Agency</b>	<b>Award Amount</b>	<b>Equipment and/or Services Requested</b>
Duxbury	\$34,687.85	LIDAR, Cameras and Handheld Narcotics Analyzer
East Brookfield	\$11,902.87	Cruiser Laptop, Training Room Laptop and Handheld Radar Unit
Eastham	\$39,965.23	Digital Cameras, Installation, Programming and Project Management, Server, and Upgraded Livescan Fingerprint System
Easthampton	\$33,339.60	Protective Gear, Shields, less-than-lethal equipment and Megaphone
Essex	\$39,385.00	Portable Radios
Fall River	\$32,892.80	Radios
Fitchburg	\$36,038.00	Bulletproof Vests
Foxboro	\$11,970.00	Driver Feedback Signs
Framingham	\$20,000.00	Advocate
Franklin	\$37,500.00	iPad Pro and Surveillance Camera Systems
Gardner	\$39,867.90	Handheld Narcotics Analyzer, Camera and Subscription
Georgetown	\$31,415.98	Laptops + Air-Card
Granby	\$35,100.00	Mobile Data Terminals; CelleBrite Software, Laptop for CelleBrite Station
Granville	\$39,812.13	Desktop Computer, Tasers, Mobile Data Terminal, Pistol Holsters and Lights, Electronic Speed Sign and Trailer
Greenfield	\$29,701.31	Wireless Router Systems + Mobile Data Terminals
Groton	\$20,759.00	Bulletproof Vests and Plates
Hadley	\$2,500.00	Consultants for Diversion Program
Hamilton	\$22,875.29	Body Worn Cameras
Hanson	\$23,101.00	IDEMIA Livescan System
Hardwick	\$25,828.72	Portable Radios
Harvard	\$24,672.20	Tasers
Haverhill	\$12,980.00	Radar Speed Signs
Holbrook	\$36,620.96	Protective Equipment, Ballistic Shields, and Bulletproof Vests
Holden	\$35,581.23	Security Cameras; Security Keypads; Radar Speed Signs and Trailer
Holland	\$32,104.68	Laptops, Toughbooks, Radios, Keyboards
Holliston	\$28,827.77	License Plate Reader, Tablet, Printer + Licensing
Holyoke	\$7,942.00	Mountain Bikes
Hubbardston	\$22,630.00	Cameras for Cruisers, Body Worn Cameras, Portable Radios
Hudson	\$38,390.00	Radar Message Sign and Trailer; Portable Speed Displays; Cloud Software
Huntington	\$35,001.36	Portable Radios and Accessories
Ipswich	\$15,000.00	Body Worn Cameras; Docking Station
Kingston	\$40,000.00	Training; Upgraded Tasers

<b>Agency</b>	<b>Award Amount</b>	<b>Equipment and/or Services Requested</b>
Lakeville	\$40,000.00	Body Worn Cameras; Redaction Software and Hardware; License Keys; Server
Lancaster	\$24,587.78	Toughbook
Lawrence	\$39,718.00	Surveillance Cameras
Leicester	\$18,413.05	Tasers and Ballistic Plates
Leverett	\$34,320.64	Body Worn Cameras; Desktop Computer; Rhinotab Cruiser Mounted Tablets
Lowell	\$15,000.00	Physical Fitness/Wellness Equipment for Officers; Health and Wellness Materials
Lunenburg	\$36,404.50	Body Worn Cameras
Lynn	\$38,249.00	Printer; License Plate Readers; Replacement Batteries
Malden	\$39,772.38	Electronic Message Board; Training
Marblehead	\$22,738.50	Tasers, Holsters, Batteries and Taser Cartridges
Mashpee	\$37,568.50	Narcotics Analyzer; Body Worn Cameras; Dashboard Camera
Mattapoisett	\$35,575.25	Radios
Melrose	\$4,350.00	Overtime; Mental Health Training; Outdoor WiFi Access Points
Mendon	\$15,451.35	Body Worn Cameras
Merrimac	\$31,321.90	Portable Radios and Accessories
Methuen	\$39,717.60	In-Cruiser Camera Systems
Millis	\$15,016.96	Trailer; Cones and Barricades; Radios
Millville	\$39,000.00	Tasers; Mobile Data Terminals
Montague	\$29,825.86	Motorola APX 8500 Cruiser Radios; Hand-held Radios; OT for traffic enforcement
Monterey	\$39,987.42	Mobile Radios, Base Radio and Portable Radios
Nahant	\$24,369.30	Upgrade Radio System
Natick	\$20,000.00	Diversity Training
New Bedford	\$40,000.00	Tasers; Training
Newburyport	\$20,000.00	Body Worn Cameras
Newton	\$16,559.90	Livescan Fingerprint System
North Brookfield	\$27,865.28	Mobile Data Terminals
Northampton	\$17,545.00	Cellebrite Training; Forensics Training Pass
Northbridge	\$39,969.73	Camera; Computers; Overtime
Norton	\$39,987.50	Speed Trailer; Radar Signs; Overtime
Norwood	\$39,907.36	Cameras
Otis	\$29,800.00	Tasers and Accessories
Oxford	\$20,000.00	Canine; K9 Bulletproof Vest
Palmer	\$31,200.00	Body Worn Cameras; License Agreement; Off-site Data Storage
Paxton	\$39,198.14	Patrol PC tablets; Cameras; Speed Signs and Radar Trailer
Peabody	\$39,684.45	Tasers; Battery Packs; Helmets

<b>Agency</b>	<b>Award Amount</b>	<b>Equipment and/or Services Requested</b>
Pembroke	\$34,447.75	Tasers; Holsters; Power Magazines; Taser Cartridges; Simulation Suit; Helmet; Gloves; Taser Maintenance Kit
Petersham	\$16,230.00	Portable Radio Upgrade Package; Base Radio Package; Mobile Radio Packages
Pittsfield	\$39,959.25	Bola Wrap; Tasers
Plympton	\$19,783.00	Message Board; Bulletproof Vests and Accessories
Princeton	\$30,616.58	Livescan Fingerprint System
Quincy	\$39,924.68	Prisoner Monitoring Camera System
Rehoboth	\$37,973.50	Tasers; Protective Gear
Revere	\$39,624.15	Portable Radios
Rockport	\$16,940.00	IN FORCE911 Subscription and Software Package; Mobile/Law-Based Reporting Module for Cruisers
Rowley	\$40,000.00	Body Worn Cameras
Royalston	\$24,920.00	Tasers with Cameras; Records Management Upgrade; Bulletproof Vests
Russell	\$25,983.65	Radios; Computer Server; Laptops
Rutland	\$39,935.20	Radios and Programming/Equipment
Salem	\$8,331.10	Binoculars; Thermal Monocular; Microphone; iPad; Clothing
Salisbury	\$36,970.20	Bulletproof Vests; Body Cameras
Saugus	\$20,000.00	Radios
Scituate	\$39,258.70	Message Board and Radar Trailer; Officer Protection Kit (protection helmet and gas mask); Carry Bags
Shrewsbury	\$16,680.00	Subscription for "See It, Send It" App; Audio Recorders; Laser Mapping System
Somerset	\$27,014.00	Body Worn Cameras
South Hadley	\$5,900.00	Patrol Bikes and Associated Costs
Southampton	\$35,614.00	Livescan Fingerprint System; Tasers; voicemail system
Spencer	\$28,455.00	License Plate Reader
Springfield	\$22,000.00	Message Archiver
Sterling	\$31,381.76	Overtime; Livescan Fingerprint System
Stoneham	\$27,330.00	Mobile Data Terminals; Vehicle Docking Station; Wireless Cables, Antennas and Patch Cables; Modem Installation and Programming
Stoughton	\$39,968.00	Tasers, Battery Packs, Holsters, Docks, Cartridges
Stow	\$20,577.02	Mobile Data Terminals; Radar Guns
Sturbridge	\$25,125.00	Message Trailer; Night Vision; Radar Guns; Internal GPS Tracking for Department Vehicles
Sudbury	\$27,000.00	Livescan Fingerprint System; Portable Radio
Sunderland	\$25,193.44	Body Worn Cameras; Cameras; Personnel Training; Radar Gun
Taunton	\$40,000.00	License Plate Readers; Laptop Computer; Mounting and Install in Vehicle

<b>Agency</b>	<b>Award Amount</b>	<b>Equipment and/or Services Requested</b>
Tisbury	\$20,000.00	Body Worn Cameras
Topsfield	\$38,261.00	LIDAR Units; Radar and Sign Board Trailers; Traffic Statistic Units; Radar Units; Radar Displays
Townsend	\$34,033.00	Body Worn Cameras
Truro	\$18,817.28	Medical Equipment Kits; Traffic Cone Kits; Night Vision Goggles; Gloves; Intoximeters; LED Flashlights; Weapon Flashlights; Radar Units
Upton	\$32,125.00	Body Worn Cameras and Accessories
Uxbridge	\$40,000.00	Toughbooks and Mounts
Wakefield	\$18,075.50	Tasers, Holsters and Practice Cartridges
Wales	\$23,552.00	Message Trailer; Radar Guns; Livescan Fingerprint System
Wareham	\$19,200.00	Tasers
Warren	\$18,404.00	IDEMIA Livescan Fingerprint System
Warwick	\$6,131.88	Tablets
Wellesley	\$30,479.00	Cruiser Camera Systems w/License Plate Readers
West Bridgewater	\$25,066.97	Protective equipment, Traffic Sign with Trailer, Battery and Accessories
West Brookfield	\$39,917.12	Portable Radios; Mobile Radio; Computer; Body Worn Cameras
West Newbury	\$19,838.38	Livescan Fingerprint System
Westborough	\$39,530.00	Body Worn Cameras
Westfield	\$36,228.00	Sign Board; Mobile Data Terminals; Impact Pedestrian Signs
Westport	\$24,999.79	Protective equipment; Helmets; Shields
Weymouth	\$28,990.00	Protective Gear:
Whatley	\$22,380.00	Radar Speed Signs; Body Worn Cameras; Computer; Cameras
Whitman	\$33,915.00	Automated External Defibrillators
Winthrop	\$29,760.00	Cameras and Software
Woburn	\$40,000.00	Microsoft 365 Subscription and Exchange Online Archive
Worcester	\$30,000.00	Pole Cameras and Accessories; License Plate Readers and Accessories
Yarmouth	\$40,000.00	Upgrade Audio/Video Interview Recording System; Tasers; Rugged Laptop
<b>TOTAL:</b>	<b>\$4,352,351.19</b>	

Below is the list of JAG Special Equipment award recipients:

<b>Agency</b>	<b>Award Amount</b>	<b>Equipment and/or Services Requested</b>
Barnstable County Sheriff Department	\$60,000.00	Body-Worn Cameras and Tasers
Bristol County Sheriff Department	\$60,000.00	Body-Worn Cameras and Tasers
Essex County Sheriff Department	\$60,000.00	Body-Worn Cameras
Hampden County Sheriff Department	\$60,000.00	Body-Worn Cameras
Municipal Police Training Committee	\$60,000.00	Body-Worn Cameras
<b>TOTAL:</b>	<b>\$300,000.00</b>	

Commonwealth of Massachusetts  
Executive Office of Public Safety and Security  
Office of Grants & Research  
Edward J. Byrne Memorial Justice Assistance Grant Program (JAG)

**Attachment A**  
**Application Template for Local Law Enforcement Opportunity Grant**

**Section I. Applicant Information**

Name of Local Police Department: Pittsfield Police Department

JAG Funding Requested: \$ 39,959.25

Name of Police Chief: Michael J. Wynn  
(First and Last Name)

Police Chief Phone: 413-448-9717 Email Address: mwynn@cityofpittsfield.org

**Police Department Mailing Address:**

Street: 39 Allen Street City: Pittsfield Zip Code: 01201

County: Berkshire Phone: 413-448-9717 Fax: 413-395-0131

Grant Contact Name: Margaret A. Gregory-Bilotta Title: Grant Manager

(Note: The person designated as the *Grant Contact* shall serve as the project's point person and be responsible for receiving and responding to EOPSS' project related requests)

**Grant Contact Mailing Address:**

Same as Above

Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

County: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: mgregory-bilotta@cityofpittsfield.org

Fiscal Point of Contact for Grant: Name: Matthew Kerwood Title: Director of Finance

**Fiscal Contact Mailing Address:**

Same as Above

Street: 70 Allen Street City: Pittsfield Zip Code: 01201

County: Berkshire Phone: 413-499-9466 Fax: \_\_\_\_\_

E-mail: mkerwood@cityofpittsfield.org

DUNS Number 781697727 Currently registered in SAM  Yes  No



**Project Summary:** Four sentences (250 characters *maximum*), summarizing the type of equipment/software to be purchased and/or program activities.

These purchases are part of our ongoing effort to increase the type and number of less lethal platforms available to our personnel.

**Non- Supplant**

I hereby certify that, in accordance with DOJ Financial Guidelines, the Pittsfield Police Department  
(NAME OF APPLICANT)

has been informed by the EOPSS that supplanting of JAG funds is strictly prohibited and if awarded will not use grant funds to replace state and local funds that would, in the absence of such assistance, otherwise be made available for this law enforcement purpose.

**Statewide Interoperability: Interoperable Communications Investment Proposal (ICIP)**

Equipment proposals that request funds for interoperable communications components such as the purchase of radios, mobile data terminals or communication system components are subject to an additional review and approval process per Executive Order 493 (SIEC) or a representative thereof. Law enforcement departments requesting to purchase this type of equipment must also download and complete an additional Interoperable Communications Investment Proposal (ICIP) form to submit with this application. The ICIP form is located under **Attachment D**.

Are you requesting funds for interoperable communications and believe your application requires SIEC review and approval?  Yes  No

If Yes, did you complete the ICIP required form (**Attachment D**)?  Yes  No

THIS SIGNATURE PAGE MUST BE SIGNED AND MAILED WITH YOUR HARD COPY APPLICATION

**Signature Page**

*The following must be completed and signed by the Police Chief/Commissioner on behalf of the Police Department submitting this application. Remember to also complete **Attachment C** (Signatory Authorized Listing Form).*

Law Enforcement Authorizing Official

**As the Chief/Commissioner of Police for this City or Town, I am requesting funds for a JAG Law Enforcement/Programming Equipment grant award from the Executive Office of Public Safety and Security. I have reviewed and approve the content contained in this application being submitted for consideration of funding.**

Name of Police Department Pittsfield Police Department

Commissioner/Chief of Police Name-Printed Michael J. Wynn Date 09/25/2020

Signature \_\_\_\_\_

*(This must be signed in blue ink and mailed with your application)*

## Section II. Narrative Template

### 1. Needs Assessment (2 page limit)

*Use the space provided to 1) describe your law enforcement department, 2) describe in detail the current law enforcement unmet criminal justice or security type needs, 3) describe any negative effect, potential consequences or impact against the department and/or community as a result of not having the items being requested, 4) describe the sources or methods used for assessing the problem, 5) explain why such criminal justice needs stated have not been previously met to justify federal grant funds are needed*

The Pittsfield Police Department is a small, mid-sized Department that provides public safety and law enforcement to a small City. PPD believes in leveraging the benefits of technology to allow us to provide a higher level of service to our residents more efficiently. For the past 15 years, PPD has committed to placing more less-lethal technology and tools in the hands of our front line officers, in order to increase access and decrease the time necessary for equipment to make it to a crisis scene.

Technology currently available to Patrol and Investigations includes: PepperBall, TASER electronic control weapons, and shotgun launched less-lethal projectiles. Supervisors and special units also have access to 40 mm less-lethal rounds. This project will allow us to complete the deployment of TASER devices to 100% of our sworn personnel and add the additional platform of BolaWrap launchers.

BolaWrap is an extended distance restraint device. BolaWrap can be utilized to safely restrain a subject in crisis, from a distance with minimal injury.

Our current situation with some officers not having issued TASERs could lead to a circumstance where a higher level of force is utilized due to a TASER not being on scene. Full TASER deployment and the introduction of BolaWrap will reduce injuries and lead to more successful resolutions of crisis incidents.

While the TASER project has been continuing for several years and the BolaWrap project was proposed last year, limits on local funding and cuts to our current budget have prevented these projects from proceeding.



*Section II. Narrative Template, Continued*

**2. Project Description (2 page limit)**

*Describe the equipment and technology to be purchased or upgraded and/or programming to be implemented. Include the purpose for purchasing said equipment and/or programming, where the program will take place/equipment will be used/stored; who will utilize or be responsible for the upkeep, monitoring and maintenance of such goods; etc, expected benefits/outcomes for officers and/or community and any other info that may be helpful to justify the funding request. Describe the expected benefit (outcome) for the law enforcement officer and/or department as a result of receiving a grant award.*

The procurement of these additional TASERs will complete our TASER implementation plan. TASER devices will be issued to all sworn personnel. Individual devices will be stored by the individual officers in their lockers on their duty belts. Spare units will be maintained by Training for replacement. The Training Unit will be responsible for maintenance and upkeep.

BolaWrap launcher units will be shared units assigned to patrol cars and unmarked vehicles. They will be accessible to any officer operating the vehicle. Spare cartridges will be stored with the launchers and surplus cartridges will be kept in storage by the Training Unit. Training will be responsible for the maintenance and upkeep of the devices.

Both of these technology platforms will reduce the need for higher uses of force and will reduce injuries to subjects experiencing a crisis situation.

Successfully resolving crisis situations with less injuries to the subject(s) and officers, reduces stress, liability and lost time. These are all benefits to the Department and our officers.

*Section II. Narrative Template, Continued*



**3. Implementation Plan, Timeline and Person Responsible**

*Complete this table as outlined. Be sure to identify the officers (include name and rank) responsible for receiving proposed goods. Include an approximate timeframe as to when the department expects to purchase and receive all goods.*

Major Tasks/ Activities to be Conducted (including a bidding process for contract and/or equipment purchases)	Anticipated Timeline (start/end date)	Anticipated Outcome	Staff Responsible
Prepare Purchase orders for Grant Approved Less Lethal Equipment	Start Date: October 27, 2020 End Date: November 6, 2020	Purchase orders for Less Lethal Equipment will be converted through purchasing department and PO's will be emailed to the vendor	PPD Training Officer Nicole Gaynor
Equipment arrived at PPD	Before 03/31/2021	Equipment review and approved	PPD Training Officer Nicole Gaynor
Training schedule developed for all Sworn Officers on Less Lethal Equipment purchased with Grant Funds.	04/01/2021-06/30/2021	All Sworn PPD Officers trained and evaluated on Less Lethal Equipment	PPD Training Officer Nicole Gaynor

### Section III: Budget Narrative Summary

The budget narrative shall provide a justification on the basis of each proposed cost category in the budget and how the cost supports the goals and objectives of the proposed project(s). Please describe each cost category, the amount requested for the category, and the purpose of the cost/purchase. All costs must be justified in this section.

#### Cost Category

Equipment: 39,959.25

#### Bola Wrap 100:

Bola Wrap 100 is a hand held remote restraint device that discharges an 8 foot bola style kevlar tether at 640 feet per second to entangle a subject at a range of 10 - 25 feet. This is a Less Lethal restraint option.

#### Taser:

Taser, is a handheld device that incapacitates a person by transmitting a 50,000-volt electric shock. The Taser releases two small darts, connected to the device with thin wires, up to a distance of approximately 11 meters (35 feet). This is a Less Lethal device.

#### Bola Wrap Cartridges:

The cartridges for the Bola Wrap 100 contains two metal pellets with hooks on the end and discharges an 8 foot bola style kevlar tether at 640 feet per second to entangle a subject at a range of 10 - 25 feet.

#### Other Costs:

#### Shipping & Handling Charges:

Costs for delivery of less lethal equipment delivered to Police Department

Travel Location	Travel Item	Travel Cost	Description of Item and Cost	Cost	Federal Share
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
Total:				-	-

G. Equipment—List non-expendable items that are to be purchased. (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Consultants/Contracts" category. Explain how the equipment is necessary for the success of the project. All procurements should go through a competitive process based on the Organization's own procurement policy.

Item	Per Unit Cost	Quantity	Brief Narrative	Cost	Federal Share
Bola Wrap	924.95	15.00	Less Lethal restraint device	13,874.25	13,874.25
Taser	306.00	35.00	Less Lethal restraint devices	10,710.00	10,710.00
Bola Wrap Cartridges	29.95	500.00	Cartridges for Less Lethal Restraint Device	14,975.00	14,975.00
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
Total:				39,559.25	39,559.25

H. Supplies—List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally supplies include any materials that are expendable or consumed during the course of the project.

Supply Item	Quantity	Per Unit Cost	Brief Description	Cost	Federal Share
				-	-
				-	-



## Budget Summary Sheet



	Federal Share	Total
A Personnel	-	-
B Overtime	-	-
C Fringe	-	-
D Indirect	-	-
E Consultants	-	-
E Contracts	-	-
F Travel	-	-
G Equipment	39,959.25	39,959.25
H Supplies	-	-
I Other	-	-
<b>Totals:</b>	<b>39,959.25</b>	<b>39,959.25</b>

Applicant Organization:

Pittsfield Police Department

Authorized Signatory

Michael J. Wynn

**COMMONWEALTH OF MASSACHUSETTS**  
**CONTRACTOR AUTHORIZED SIGNATORY LISTING FORM**



**CONTRACTOR LEGAL NAME:** *City of Pittsfield Police Department*  
**CONTRACTOR VENDOR/CUSTOMER CODE:** VC6000192128

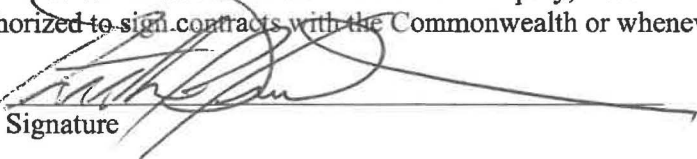
**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Michael J. Wynn	Chief of Police
Matthew Kerwood	Director of Finance

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

  
 Signature \_\_\_\_\_

Date: 11/24/20

Title: Director of Finance

Telephone: 413-499-9466

Fax: 413-443-6502

Email: mkerwood@cityofpittsfield.org

[Listing can not be accepted without all of this information completed.]  
 A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name : Pittsfield Police Department  
Contractor Vendor/Customer Code: VC6000192128

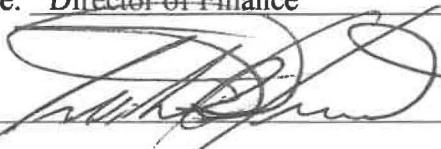
**PROOF OF AUTHENTICATION OF SIGNATURE**

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

Signatory's full legal name (print or type): Matthew Kerwood

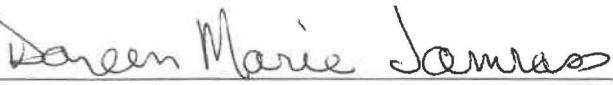
Title: Director of Finance

X 

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

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

On this 24<sup>th</sup> day of NOV, 2020 before me, the undersigned notary public, personally appeared Matthew Kerwood (name of document signer), proved to me through satisfactory evidence of identification, which was Personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

  
Notary Public Signature



My MA Commission expires on: April 8, 2027

AFFIX NOTARY SEAL

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned corporate clerk, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

\_\_\_\_\_  
Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name : Pittsfield Police Department  
Contractor Vendor/Customer Code: VC6000192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

Signatory's full legal name (print or type): Michael J Wynn

Title: Chief of Police

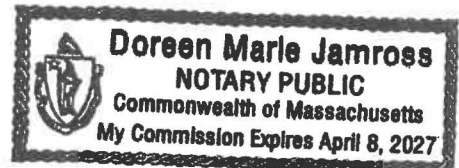
X Michael J Wynn

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

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

On this 24<sup>th</sup> day of Nov, 2020 before me, the undersigned notary public, personally appeared Michael J. Wynn (name of document signer), proved to me through satisfactory evidence of identification, which was Personally Known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Doreen Marie Jamross  
Notary Public Signature



My MA Commission expires on: April 8, 2027

AFFIX NOTARY SEAL

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned corporate clerk, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

\_\_\_\_\_  
Corporate Clerk Signature

AFFIX CORPORATE SEAL



# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>Pittsfield Police Department</u>	
Address: <u>39 Allen Street</u>	
Is agency a: <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: <u>781697927</u>	Vendor Number (only if direct recipient) <u>VC600192128</u>
Name and Title of Contact Person: <u>Michael J. Wynn, Chief of Police</u>	
Telephone Number: <u>413-448-9717</u>	E-Mail Address: <u>mwynne@cityofpittsfield.org</u>

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Michael J. Wynn [responsible official], certify that Pittsfield Police Department [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Equal Employment Opportunity Commission [organization],  
Washington DC (131N Street, NE, 4th Floor Suite 4N W02F) [address].

Michael J. Wynn, Chief of Police Michael J. Wynn 11/24/2020  
 Print or Type Name and Title Signature Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



## JAG Equipment Grants Interoperable Communications Investment Proposal Form

### Cover Page

Please complete this form to submit an Interoperable Communications Investment Proposal (ICIP) for review by the SIEC only if your department is requesting JAG funds for equipment purchases requiring such approval.

**Applicants-** Please complete all sections except for the shaded areas. Shaded areas will be completed by the SIEC and the Statewide Interoperability Coordinator (SWIC). Please make sure that the Police Chief/Commissioner for the Department submitting this proposal signs in **blue ink** below.

<b>Date Received by the SWIC:</b>		<b>Control #</b>	<b>Proposed Federal Funding Source:</b> EOPSS	<b>Proposed Federal Funding Amount:</b> \$39,959.25
<b>Committee Referred to:</b>		<b>Committee Chairperson:</b>		
<b>Investment Name:</b> City of Pittsfield		<b>Applicant (Police Department):</b> Pittsfield Police Department		<b>Police Chief Signature:</b> (blue Ink)
<b>Investment Summary</b>	Less Lethal Platforms Equipment			
<b>Statewide Communications Plan (SCIP) Goals addressed by this investment (please circle all that apply)</b>			<input type="checkbox"/> Governance <input type="checkbox"/> SOP <input type="checkbox"/> Technology	<input type="checkbox"/> Training & Exercise <input type="checkbox"/> Usage
<b>Project Start Date:</b> 11/01/2020	<b>Project End Date:</b> 03/31/2021	<b>Is an Environmental &amp; Historic Preservation (EHP) review required for this project?</b> No		
<b>Applicant Contact Name:</b> Michael J. Wynn	<b>Phone:</b> 413-448-9717	<b>Email:</b> mwynn@cityofpittsfield.org	<b>Address:</b> 39 Allen Street, Pittsfield, MA, 01201	
<b>Review Status</b>			<b>SIEC Member Signature</b>	<b>Date</b>
Assigned to Committee				
Estimated Review Date				
Committee Recommendation to the Executive Management Committee		Approval	Denial	Amend
Executive Management Committee Recommendation		Approval	Denial	Amend
SIEC Recommendation		Approval	Denial	Amend
Applicant notified of Recommendation				

**JAG Equipment Grants  
Interoperable Communications Investment Proposal**

**Investment Description**

Please complete all sections. Additional pages may be used if needed.

<b>Communications Interoperability Problem Description-</b>	
<b>Background Information-</b>	
<b>Detailed Investment Description-</b>	
<b>Expected Outcomes-</b>  Describe the communications interoperability gaps that will be addressed	

<b>SCIP Goal-</b>  Identify each SCIP goal that this investment will support and describe how that support will be accomplished.  See Appendix "B" for a listing of SCIP goals.	<b>Goal</b>	<b>Describe support</b>	
	Governance		
	SOP		
	Technology		
	Training & Exercise		
	Usage		
<b>Ownership-</b>  Identify the proposed owners of all assets procured with this investment (add additional lines as needed)	<b>Organization</b>		<b>Asset Description</b>
<b>Usage Plan-</b> Describe the usage plan for the equipment / project			
<b>Disciplines-</b>  <ul style="list-style-type: none"> <li>Identify each responder discipline that will enhance its communications interoperability from this investment</li> <li>Describe the interoperability enhancement</li> </ul>	<b>Discipline</b>	<b>Enhancement</b>	
	LE		
Please use the following abbreviations to represent the corresponding discipline:	LE - Law Enforcement; EMS - Emergency Medical Services; EMA - Emergency Management Agency; FS - Fire Service; HZ – HAZMAT; PW - Public Works; PH - Public Health; GA – Governmental Administrative; PSC - Public Safety Communications; HC - Health Care; O-Other		

<p><b>Multi-Jurisdictional Interoperability-</b></p> <p>All investments must provide interoperability between two or more jurisdictions.</p> <p>Identify each jurisdiction that will achieve interoperability from this investment.</p>	
<p><b>Budget Narrative-</b></p> <ul style="list-style-type: none"> <li>Describe specifically how the funds will be used</li> <li>Describe the total cost of the investment and identify all sources of funding that will be sought or have been secured at the time of submitting the ICIP</li> </ul>	<p><b>The funds being requested will be used to purchase equipment for less lethal platforms the Pittsfield Police Department currently has (Tasers) in addition to the equipment the department will be implementing (Bola Wrap and Bola cartridges)</b></p> <p><b>The total cost for the Less Lethal equipment will be purchased through</b></p>

<b>Proposed Budget-</b>	<b>Category</b>	<b>Description</b>	<b>Federal Share</b>
<p>Provide an overall breakdown of each expenditure category. Allowable expenses vary between grant programs. Be sure to verify that expenses are allowable prior to completing budget sections.</p>	Contracts		
	Consultants		
	Equipment	35 Tasers, 15 Bola Wrap Devices, 500 Bola Cartridges	39,559.25
	Other	Shipping & Handling	400.00
		<b>TOTAL</b>	<b>\$39,959.25</b>

## Budget Detail

**SIEC Review Exemptions List**-To assist sub-recipients with the Statewide Interoperable Executive Committee (SIEC) review process, the following items do not need SIEC review or completion of an Interoperable Communications Investment Proposal (ICIP).

- Batteries
- Computers, general purpose- *unless used for information sharing*
- Digital Cameras
- GPS Units
- Microphones (including collar/throat microphones)
- Surveillance Cameras
- Video Cameras
- Wireless Air Cards, Wireless IP Routers

Complete each column below and group items by Cost Category (Consultants; Contracts; Equipment; and Other). Insert additional rows if needed.

Cost Category	Description of Cost	Quantity	Unit Cost	Total
Equipment	Bola Wrap	15	\$924.95	\$13,874.25
Equipment	Taser	35	\$306.00	\$10,710.00
Equipment	Bola Wrap Cartridges	500	\$29.95	\$14,975.00
Equipment	Shipping & Handling	1	\$400.00	\$400.00
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>GRAND TOTAL</b>				\$39,959.25

# Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

In order to comply with the Federal Funding Accountability and Transparency Act (FFATA) EOPSS must report award information for all recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Please complete Section 1 (Award information); Section 2 (Compensation); if applicable, Table 1 (Names/Salary) and Section 3 (Certification).

## Section 1 Award Information

<b>Agency Name</b>	Pittsfield Police Department
<b>City</b>	Pittsfield
<b>Zip + 4 (required)</b>	01201-6226
<b>*Is this address a confidential location?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Nine-digit DUNS Number</b>	781697727
<b>Program Source (federal award #)</b>	

## Section 2 Compensation

In certain instances FFATA requires information be collected pertaining to executive compensation. The names and salaries of the five highest paid executives must be provided if the answer is yes to each of these three criteria:

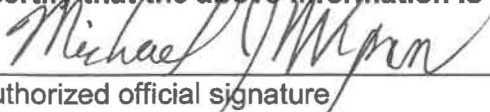
- More than 80% of organization annual gross revenues are federal funds.  
Yes  No  If yes, proceed to question 2. If no, stop, proceed to Section 3.
- Federal fund revenue exceeds twenty five million dollars.  
Yes  No  If yes, proceed to question 3. If no, stop, proceed to Section 3.
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (if other please indicate: \_\_\_\_\_)  
Yes  No  If yes complete Table 1. If no, stop, proceed to Section 3.

**Table 1. Names and salary of your organization's top five executives (by salary)**

	First and Last Name	Title	Annual Salary
1			
2			
3			
4			
5			

## Section 3 Certification

I certify that the above information is true and accurate.

  
 Authorized official signature

11/24/2020  
 Date

Michael J. Wynn  
 Authorized official printed name

Chief of Police  
 Title

\*If you are operating a confidential program with grant funds please ensure the address on file with the Commonwealth is a PO Box.



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instruction for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". "The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

**OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4  
WHICH ARE OBSOLETE**

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:  
**Department of Justice, Office of Justice Programs,  
ATTN: Control Desk, 633 Indiana Avenue, N.W.,  
Washington, D.C. 20531. Notice shall include the  
identification number(s) of each affected grant;**

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check  If there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  If the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

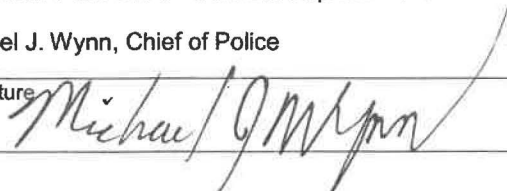
1. Grantee Name and Address:  
Pittsfield Police Department, 39 Allen Street

2. Application Number and/or Project Name  
Byrne JAG Local Law Enforcement Funds

3. Grantee IRS/Vendor Number  
VC6000192128

4. Typed Name and Title of Authorized Representative  
Michael J. Wynn, Chief of Police

5. Signature



6. Date

11/24/2020

**General Subrecipient Grant Conditions  
Office of Grants and Research (OGR)  
Executive Office of Public Safety and Security**

**Instructions and Information for Authorized Signatories**

- **For All Subrecipients**
  - Read and initial all pages where indicated in blue ink.
  - Sign and date as applicable, where indicated in blue ink
  - Read Addendum 5 for special conditions associated with the specific federal grant-stream that is the source of the award.
    - Sign and date at the end.
    - If the source of the award is not federal or there are no special conditions, Addendum 5 will indicate N/A and should be signed and dated nonetheless.
  - Return the signed and initialed General Subrecipient Grant Conditions with the signed Commonwealth of Massachusetts Standard Contract Form as an indication you have read and are agreeing to comply with all pertinent conditions.
  - Your signature on the Standard Contract indicates you have read and are agreeing to comply with all conditions, certifications, and obligations therein.
  - Failure to comply with any conditions may result in termination of the contract or other consequences.
- **Additionally for Law Enforcement Subrecipients**
  - Read and sign Addendum 1: Additional OGR Conditions for Law Enforcement Agencies
- **Additionally for Research Subrecipients**
  - Read, complete, and sign Addendum 2: For Research Grants Only (Human Subjects Protection).

**Section: 1 Subrecipients of Federal Grant Funds**

- When receiving a grant award of federal funds administered by OGR, subrecipients must comply with **three sets of general grant conditions**: (1) federal conditions; (2) state conditions; and (3) OGR conditions. These three sets of general grant conditions are addressed in this primary document.
- Federal conditions are based on laws passed by Congress, regulations issued by the federal department making the funds available and published in the Code of Federal Regulations (CFR), and financial guidance also created by the federal department making the funds available. Additionally, in most cases, there are requirements and conditions associated with specific federal grant-streams, which are not conditions of receipt of federal funds generally. See Addendum 5 for specific conditions associated with a specific federal grant-stream.
- State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the governor. They are referenced in the Standard Contract Form itself and in the pages attached to it.

OGR conditions outline the further administrative requirements for each grant award established by the Executive Office of Public Safety and Security (EOPSS) and OGR.

## Subrecipients of State Grant Funds

- When receiving a grant award from state funds administered by OGR, subrecipients must comply with **two sets of general grant conditions**: (1) state conditions and (2) OGR conditions as described in the section above.
- State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the Governor. They are referenced in the Standard Contract Form itself and in the pages attached to it.
- OGR conditions outline the further administrative requirements for each grant award established by the EOPSS and OGR. They are included in this document.

## Federal Conditions

### Section: 2 Basic Federal Grant Conditions

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

- Audit Requirements of Federal Funds
  - 2 CFR 200 Subpart F Audit Requirements apply to each non-profit organization, 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 \$750,000 in federal funds *from all sources* within 12 months must have an audit performed on the use of the funds. OGR defines the 12 months as July 1 to June 30. The above webpage provides the full text of this basic federal grant requirement:
- Data Universal Number System (DUNS) and System for Award Management (SAM)
  - All subrecipients of federal funds must have a nine-digit DUNS number in order. For more information: 1-866-705-5711 or <http://fedgov.dnb.com/webform>.
  - All subrecipients of federal funds must maintain annual registration in the SAM database: [www.sam.gov/SAM](http://www.sam.gov/SAM)
- Transparency Act Reporting for Federal Funds
  - The Federal Funding Accountability and Transparency Act (FFATA) requires EOPSS to report on a federal website specific award and subrecipient identifying information for each award greater than \$25,000 OGR makes with federal funds it received after October 1, 2010. Prior to receiving funds, certain affected subrecipients must report certain information to OGR so that EOPSS may fulfill its FFATA reporting requirements. Data reported by EOPSS may be viewed at [www.USASpending.gov](http://www.USASpending.gov).
- Cost Principles for Federal Grants to non-federal entities, including *State and Local Governments, Non-Profit Organizations and Institutions of Higher Education*
  - 2 CFR Part 200 Subpart E – Cost Principles. These regulations list and define general categories of costs that are both allowable and unallowable. Examples are included below.
    - 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 prior approval of OGR. Equipment having a useful life of more than one year and 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 4.
  - Travel costs are allowable if pre-approved by OGR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities.
  - If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.
  
- The 2 CFR Part 200 Appendices and links referenced below also apply to State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education (IHEs):
  - [Appendix II to Part 200](#)—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
  - [Appendix III to Part 200](#)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
  - [Appendix IV to Part 200](#)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
  - [Appendix V to Part 200](#)—State/Local Government wide Central Service Cost Allocation Plans
  - [Appendix VII to Part 200](#)—States and Local Government and Indian Tribe Indirect Cost Proposals
  - [Appendix VIII to Part 200](#)—Nonprofit Organizations Exempted From Subpart E—Cost Principles of Part 200
  
- Nondiscrimination Requirements
  - If you receive federal funds, you must comply with and require subcontractors, if any, to comply with all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); 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. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-



based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).

- Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
  - In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and to OGR.
  - In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- Human Subjects Protection (For Research Subrecipients only. See Addendum 2.)

### **Section 3: Additional Federal Department-Specific Grant Conditions**

Each federal department typically imposes additional conditions. If your grant award originates from any of the federal departments below, you should be familiar with the text from each of the applicable links.

#### ***U.S. Department of Justice Funds***

The U.S. Department of Justice (DOJ) offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these requirements.

- DOJ Financial Guide: <https://ojp.gov/about/ocr/eeop.htm>.

Pay particular attention to the sections on (1) matching or cost-sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs requiring prior approval, (6) equipment, and (7) retention and access requirements for records.

- If you receive DOJ grant funds, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review to the Office for Civil Rights, Office of Justice Programs and to OGR an Equal Employment Opportunity Plan (EEOP). DOJ's instructions on complying with the EEOP requirement: [http://www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm)

#### ***U.S. Department of Transportation Funds***

The National Highway Traffic Safety Administration (NHTSA) of the U.S. Department of Transportation offers documents that present requirements for the use of the funds and outline the purpose of each category of grants provided. Programmatic and financial guide documents from NHTSA can be found in the Resources Guide page here:

<https://www.nhtsa.gov/highway-safety-grants-program/resources-guide#13676>

#### ***U.S. Department of Homeland Security Funds***

The U.S. Department of Homeland Security adheres to 2 CFR Part 200 grant requirements. If you receive these funds, you must adhere to these requirements.

The link to the Code of Federal Regulations: [2 CFR Part 200](#)

Additional grant information may be found in the DHS/FEMA Preparedness Grants Manual: [https://www.fema.gov/media-library-data/1555010612902-389f8b3351d06d759b01df2a8a851284/FEMA\\_PreparednessGrantsManual\\_Final\\_508.pdf](https://www.fema.gov/media-library-data/1555010612902-389f8b3351d06d759b01df2a8a851284/FEMA_PreparednessGrantsManual_Final_508.pdf)

Because of the importance of equipment purchases for the program, specific information and guidance on allowable equipment purchases may be found at: <https://www.fema.gov/authorized-equipment-list> .

## State Conditions

For cities, towns, other public entities, non-profit organizations receiving state grant funds, the primary state conditions are included in the Contractor Certifications and Legal References document attached as Addendum 3 (which is excerpted from the Instructions for the Standard Contract Form). Please pay attention to the specific certifications, legal references, and links in Addendum 3. The Authorized Signatory's signature on the Standard Contract indicates that all materials have been read and the Signatory is agreeing to comply with all certifications and obligations.

## Section 4: Office of Grants and Research Conditions

In addition to the federal and state general grant conditions outlined above, EOPSS and OGR have certain grant conditions that are essential to the administration of grant awards. Whether subrecipients are receiving funds from a federal or state grant, they must adhere to these conditions. Federal and State Conditions must be adhered to by subrecipients of federal grant funds.

**Drug-Free Workplace Certification** The Drug-Free Workplace Act of 1988 (41 USC 702) requires all recipients of federal grants to provide an annual certification that the grant recipient will take certain steps to ensure a drug-free workplace.

- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
  - If a subrecipient needs additional time to complete the scope of work for the grant award, OGR may approve a time-only extension as long as the contract with the revised end date is executed by both the subrecipient and OGR before the end date of the current contract. No time extension will be permitted if the amended contract form is executed after the current contract end date.
  - Requests for time extensions must be made at least 30 days before the end date of the current contract.
- **Award amounts remaining at the end of the contract/ISA** will be reverted to OGR.
- **Interdepartmental Service Agreement (ISA)** spending must adhere to the dates specified in the ISA, and follow CTR policy on the ISAs.
- **Per CTR policy**, the child department's official start date is the date the funds are loaded into MMARS and available to the child department.  
**Per CTR policy**, the Legal Address of the Contractor must be entered as it appears on the Contractor's W-9.  
**Each ISA has a defined accounts payable period.** All payments must be completed and disbursed by the end date of the specified accounts payable period
- Spending occurring after the specified ISA end date may result in denial of those costs. The "child" department will be responsible for covering those costs with an account other than that funding the ISA.

- **Subrecipients may not ask the Office of the Comptroller to extend an end date of the program code associated with the ISA without prior agreement by OGR. Should this occur, OGR will deny costs against the ISA.** If the costs have already been accepted in MMARS, OGR will ask the “child” department to execute an expenditure correction transaction in MMARS to move those costs to another account belonging to the department
- **All goods must be received and all services rendered by the end date of the ISA/contract.**
- **An ISA that crosses a state fiscal year (June 30) into the next fiscal year, must observe the Commonwealth’s policies on payment corrections or overpayments.** That is, any mistakes in coding must be corrected with an EX transaction before August 31. All payroll corrections must be made by the date in July specified in the Fiscal Year Close/Open guidance issued each year by the Office of the State Comptroller. Any overpayments must be corrected with an ER transaction before August 31.
- **OGR requires all financial reports to be submitted along with a Warehouse Query (for ISAs only) detailing the expenditures made for that period by the child department.**
- At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Requests for reimbursement** must be received by OGR within 30 days of the end date of the contract. Those received after 30 days may result in non-payment at the option of OGR. Should this occur, OGR will notify the subrecipient of the non-payment for this reason. Reimbursement under a subsequent contract may also be withheld pending resolution of any outstanding 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 because of incomplete documentation, the request and documentation must be resubmitted within the timeframe dictated by OGR.
- **Programmatic and financial reports** must be received in accordance with the requirements of the specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** will be paid at the lesser rate of \$.45 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.
- **Indirect cost rates** will not be reimbursed based on a percentage rate without documentation of the rate having been approved by a federal agency. When a percentage rate has not been approved by a federal agency, a subrecipient may request of OGR allowable direct costs that will be incurred and can be specifically allocated to the project being funded.
- **2 CFR 200.414 Indirect Cost includes provisions:** That a de minimis indirect rate of 10% of modified total direct costs (MTDC) • Non-federal entities which have never held a negotiated rate are eligible to elect the de minimis rate of 10% of modified total direct costs (MTDC).
- **Procurement practices** of subrecipient agencies must be followed. The subrecipient should ensure that its procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient agency/organization and a federal guideline, the more restrictive procedure applies.
- **Timesheets** must be maintained by subrecipients for work performed by its employee(s) paid for with grant funds. Timesheets must show the hours worked and paid for with grant funds and must be signed by the employee(s). Comingling of grant funds is strictly prohibited.



- **Submission of “Federal OMB Circular 2 CFR 200 Audit Requirements ”** is required for subrecipients that expend more than \$750,000 in federal funds from all sources during their fiscal year. Subrecipients will submit the form to OGR at the end of the fiscal year after the completion of a single or program-specific audit of their federal funds. Subrecipients must indicate if they were required to have an audit and if so, to identify any findings related to the federal funds awarded by OGR.
- **Site visits and other monitoring** of subrecipients will be conducted by OGR periodically. All records, papers, and other documents of any kind related to the funded activity must be made available promptly upon request for inspection and copying to any person authorized by OGR.
- **Grant-related documents** for federal awards must be retained for a period of six years from the close of the contract. Grant related documents funded with state funding must be retained for three years after the close of the contract.
- **Evaluations** of a subrecipient’s funded program by an outside evaluator during or at the conclusion of the project period, should be reported to OGR in writing and a copy of the evaluation should be provided.
- **Reporting alleged fraud, waste, or abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. 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, regulations, appropriate guidelines, or purposes of the grant.
- **Use of funds should begin** within 60 days of the start of the contract, and if they are not, the subrecipient 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 meaningful implementation steps have not begun after 60 days of the grant start date, OGR reserves the right to cancel the contract.
- **Subcontractors** implementing activities with grant funds must adhere to the grant provisions in this document and should be approved by OGR prior to subrecipients executing subcontracts.
- **Instructional materials** created or produced with grant funds will be “work made for hire,” as defined in United States copyright law, and EOPSS/OGR shall be considered the author. EOPSS/OGR shall be the sole owner of all rights pertaining to these materials, including copyrights and all rights to use, reproduce, or publish the materials, and subrecipients may not use, reproduce, or distribute such materials without prior written the approval of OGR. If a project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS/OGR 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. If paid with federal funds, the grant number must appear on the materials. Any materials produced as a result of a grant award from this agency should name the grant program, award number, and state “Funding provided by EOPSS Office of Grants and Research”. Please contact your OGR point of contact if you need assistance with this disclosure.
- **Audiovisual or written materials** developed as part of the grant may be required to incorporate specific language or disclaimers (e.g., regarding the federal source of funding) and in some instances pre-approval from the federal funding agency as instructed by the OGR grant manager.

Initials: 

**OVERTIME POLICY  
FOR SUBRECIPIENTS RECEIVING FEDERAL FUNDS**

This policy applies to all subrecipients and contractors that receive a Federal grant award from the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) and are requesting to use grant funds for overtime costs.

**Overtime** hours being charged against a federal grant award provided by OGR may only seek reimbursement for **actual hours worked** regardless of department policy or union contract rules. For example, an officer working one hour of overtime on a federally funded project awarded by OGR is **prohibited** from **charging the grant award for 4 hours of overtime** due to a union contract. A department that must allow for this, will need to cover the remaining 3 hours of overtime from their own state or local budget. **Departments found violating this policy will be subject to immediate termination of a grant award and must return all misspent funds back to OGR.**

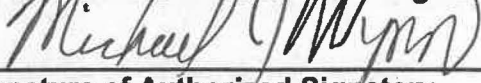
**Definitions**

For this policy, the definitions for the key terms referenced within are listed below:

- *Overtime*- Expenses limited to the additional costs that result from state and local first responders such as sworn law enforcement personnel working over and above their weekly full-time/part-time schedule as a direct result of their performance of approved activities related to the project receiving federal funding.
- *Backfill related Overtime*- Expenses limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to an approved grant activity outside of their core responsibilities.
- *Subrecipient*- An entity receiving a grant award from OGR.
- *First Responder*- State or local law enforcement, fire services, emergency medical services, emergency management, health care, hazardous materials, public safety communications, public health, public works, and government administrative type employees. **Note, each federal award has different criteria as to the type of individual allowed to be reimbursed for overtime costs. Please reference your specific grant application or OGR point of contact to determine qualifying personnel for overtime.**

State and local first responders that are eligible through their department for backfill and/or overtime (and preapproved by OGR) may be reimbursed for backfill and/or overtime **related to grant-funded activities ONLY.**

**By signing below, I am acknowledging that I have read and understand the federal rules associated with the use of grant funding for Overtime Costs.**

  
\_\_\_\_\_  
Signature of Authorized Signatory

*11/24/2020*  
\_\_\_\_\_  
Date


**Michael J. Wynn**  
\_\_\_\_\_  
Printed Name

**Chief of Police**  
\_\_\_\_\_  
Title

**Addendum 1: 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 a 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 (M.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 Department of Criminal Justice Information Services 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 (M.G.L. c. 263, § 1A; G.L. c. 94C, § 45).
- **Administration of Narcan/Naloxone.** Law enforcement agencies may be required to submit case-specific information on officer-administration of Narcan/Naloxone using a reporting tool to be determined by EOPSS/OGR.
- N/A

 _____ <b>Signature of Authorized Signatory</b>	<u>11/24/2020</u> _____ <b>Date</b>
<b>Michael J. Wynn</b> _____ <b>Printed Name</b>	<b>Chief of Police</b> _____ <b>Title</b>

**Addendum 2: For Research Grants Only**

**Human Subjects Protection**

Research subrecipients must check one of the statements below.

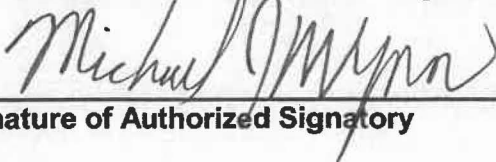
- a. The research activities covered under this Contract/ISA *do not* involve human subjects.
- b. The research activities covered under this Contract/ISA *do* involve human subjects.
- c. N/A

If the research activities involve human subjects (option b), then the subrecipient agrees to certify compliance with 28 C.F.R. Part 46 regulations by completing, "Protection of Human Subjects, IRB Certification, Declaration of Exemption (Common Rule)." This form is available at the National Institute of Justice webpage at <http://www.ojp.usdoj.gov/nij/funding/humansubjects/human-subjects.htm>

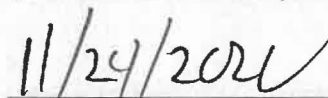
The regulation for The Protection of Human Subjects 28 C.F.R Part 46 section 46.101(b) (1-6) defines categories of research involving human subjects that are exempt from its provisions. Details on exemptions can be found at the same National Institute of Justice webpage listed above.

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Sign and submit this form with an original signature (only if your award is funding research).



\_\_\_\_\_  
**Signature of Authorized Signatory**



\_\_\_\_\_  
**Date**

**Michael J. Wynn**

\_\_\_\_\_  
**Printed Name**

**Chief of Police**

\_\_\_\_\_  
**Title**

## Addendum 3: Excerpts from Commonwealth's Standard Contract

### CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

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

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

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29F; M.G.L. c. 30, § 39R; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

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

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

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

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not



penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

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

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

**Protection of Commonwealth Data, Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

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

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to M.G.L. c. 7, § 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; M.G.L. c. 149 (Labor and Industries); M.G.L. c. 150A (Labor Relations); M.G.L. c. 151 and 454 CMR 27.00 (Minimum Wage); M.G.L. c. 151A (Employment and Training); M. G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); M.G.L. c. 152 (Workers' Compensation); M.G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 , the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

**Federal And State Laws And Regulations Prohibiting Discrimination.** Contractors certify compliance with applicable state and federal anti- discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 USC § 794; 29 USC § 701; 29 USC § 623; the 42 USC c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act; M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272 §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

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

**Limitation of Liability.** Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

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

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

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

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

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#### EXECUTIVE ORDERS

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

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils,

bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

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

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law, including

M.G.L. c. 268A, § 5(f) and this order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

**Executive Orders 523, 526 and 565.** Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). **Executive Order 526** (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order**

**565** (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



## Addendum 4: Federal Guidelines on Equipment

Below are the guidelines on equipment found in the Federal Uniform Administrative Requirements for Grants document. As the name implies, these guidelines apply to all federal grant programs. 2 CFR 200.313 Equipment is now codified by each of the OGR federal granting agencies within various sections of the Code of Federal Regulations. The sections on equipment are as follows:

(a) **Title.** Subject to the obligations and conditions set forth in this section, title to equipment acquired under Federal award will vest upon acquisition in the non-Federal entity, unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, and the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- 1) Use the equipment for the authorized purposes of the project until funding of the project ceases, or until the property is no longer needed for the purposes of the project.
- 2) Non-encumber the property without approval of the Federal awarding agency or pass-through entity.
- 3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) **State** must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) **Use.**

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
- (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in § 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services

unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) **Management requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) **Disposition.** When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- (2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition action, the Federal awarding agency may direct the non-Federal entity to take disposition action.

Initials: 

## Addendum 5: Federal Grant-Stream-Specific Conditions

Special conditions inserted below.

N/A.

1. Requirements of the award; remedies for non-compliance or for materially false statements- The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance. Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.
2. Applicability of Part 200 Uniform Requirements- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP. The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of

- the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>. Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.
3. Compliance with DOJ Grants Financial Guide- References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.
  4. Reclassification of various statutory provisions to a new Title 34 of the United States Code- On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.
  5. Required training for Point of Contact and all Financial Points of Contact- Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition. In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition. A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection. The recipient should anticipate that



OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate- A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
7. Requirement to report potentially duplicative funding- If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
8. Requirements related to System for Award Management and Universal Identifier Requirements- The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Employment eligibility verification for hiring under the award-
  1. The recipient (and any subrecipient at any tier) must-- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2). B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both-- (1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2). D. As part of the recordkeeping for the award (including pursuant to

the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. **Monitoring-** The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. **Allowable costs-** To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. **Rules of construction-** A. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds. B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds. C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands. D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law. E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email EVerify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. **Requirement to report actual or imminent breach of personally identifiable information (PII)-** The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
13. Unreasonable restrictions on competition under the award; association with federal government- SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
  1. No discrimination, in procurement transactions, against associates of the federal government- Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
  2. Monitoring- The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
  3. Allowable costs- To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.



4. Rules of construction- A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future. B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
15. Determination of suitability to interact with participating minors- SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age. The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
17. Requirement for data on performance and effectiveness under the award- The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written

guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles- Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
19. Effect of failure to address audit issues- The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
20. Potential imposition of additional requirements- The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.
21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
24. Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.) Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal

agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
26. Reporting potential fraud, waste, and abuse, and similar misconduct- The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.
27. Restrictions and certifications regarding non-disclosure agreements and related matters- No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.
  1. In accepting this award, the recipient-- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and b. certifies that, if it learns or is notified that it is

- or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-- a. it represents that-- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
  29. Encouragement of policies to ban text messaging while driving- Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
  30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ- If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other



programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. **Signing Authority-** This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.
32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.
33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
34. **FFATA reporting: Subawards and executive compensation-** The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
35. **Required monitoring of subawards-** The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in

any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income- Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
37. Justice Information Sharing- Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.
38. Avoidance of duplication of networks- To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.
39. Compliance with National Environmental Policy Act and related statutes Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine


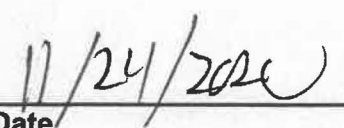
laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account- If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program . The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.
41. Expenditures requiring prior approval- No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).
42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020- The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.) Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.
43. Use of funds for DNA testing; upload of DNA profiles- If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any nongovernmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.
44. Body armor - compliance with NIJ standards and other requirements- Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The



latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

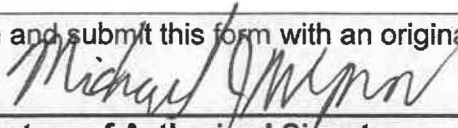
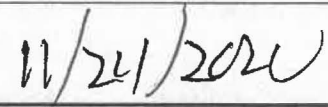
45. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions- The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review. The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.
46. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

	
<b>Signature of Authorized Signatory</b>	<b>Date</b>
<b>Michael J. Wynn</b>	<b>Chief of Police</b>
<b>Printed Name</b>	<b>Title</b>

## ACKNOWLEDGMENT

- 1) Please read and sign all pages where indicated
- 2) Please remember to read and initial all pages where indicated.

*As a duly authorized representative of the subrecipient, I have reviewed all the Grant Conditions and agree to comply with all applicable state rules and federal regulations as indicated above.*

Sign and submit this form with an original signature	
 _____	 _____
<b>Signature of Authorized Signatory</b>	<b>Date</b>
<b>Michael J. Wynn</b> _____	<b>Chief of Police</b> _____
<b>Printed Name</b>	<b>Title</b>

**MA Executive Office of Public Safety and Security - Office of Grants and Research (OGR)**

**SUBRECIPIENT RISK ASSESSMENT FORM**

**SECTION A: PURPOSE**

Federal regulations contained in Title 2 CFR Part 200 §200.331 requires the Office of Grants and Research to evaluate each grant subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining appropriate subrecipient monitoring.

The programmatic and fiscal responsibility of subrecipients must be such that they can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting and program management systems should meet the following criteria:

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation that support the entry and can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal programmatic controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.
- (5) Certify that subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

**SECTION B: ACCOUNTING SYSTEM**

1. Which of the following best describes the accounting system:

- Manual       Automated       Combination

2. Does the accounting system identify the receipt and expenditure of program funds separately for each grant/contract?

Yes    No

3. Does the accounting system provide for the recording of expenditures for each grant/contract by the budget cost categories shown in the approved budget

Yes    No

4. Are time distribution records maintained for an employee when his/her effort can be identified to a particular cost objective?

Yes    No

5. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant

Yes    No

b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?

Yes    No

6. If Federal grant funds are commingled with organization funds, can the Federal funds and related costs be readily identified?

Yes    No

**SECTION C: PROGRAM MANAGEMENT**

1. Is the organization new to managing federal grant funds or has the organization had recent staff turnover that significantly reduces its institutional capacity to effectively manage federal funds?

Yes    No

If yes, please explain: (attach a separate sheet if necessary)

<p>2. If the organization has recently (past 5 years) or currently receives federal grant funding, has the organization been out-of-compliance with reporting or other requirements?</p> <p>If yes, please explain: (attach a separate sheet if necessary)</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

<b>SECTION D: APPLICANT CERTIFICATION</b>	
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I certify that the above information is complete and correct to the best of my knowledge.

Authorized Signature 	Title Chief of Police	Date 11/24/2020
---	--------------------------	--------------------

Type Or Print Name Of Authorized Signatory Michael J. Wynn
---

Subrecipient Organization Name, Address, and Telephone Number  N/A
--

<b>SECTION E: FOR OGR INTERNAL USE ONLY</b>	
<b><u>Subrecipients - Do not complete this section</u></b>	

1. Does the subrecipient receiving this award have an acceptable track record of managing funds provided by EOPSS? Briefly explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the proposed program very complex, is the award above \$1million, and/or is the proposed grant-funded activity such that additional risk can be presumed? If yes, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. According to <a href="http://www.sam.gov">www.sam.gov</a> , is the subrecipient organization or any of its principals presently debarred, suspended, or voluntarily excluded from covered transactions by any Federal, State or local department or agency for non-responsible behavior (i.e. fraud, embezzlement, tax evasion, violation of antitrust statutes)? If yes, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> City Of Pittsfield / Pittsfield Police Department (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Public Safety and Security <b>MMARS Department Code:</b> EPS	
<b>Legal Address: (W-9, W-4):</b> 70 Allen St, Pittsfield, MA, 01201-6250		<b>Business Mailing Address:</b> 10 Park Plaza, Suite 3720A, Boston, MA, 02116	
<b>Contract Manager:</b> Chief Michael Wynn	<b>Phone:</b> (413) 448-9717	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> mwynn@cityofpittsfield.org	<b>Fax:</b> (413) 395-0131	<b>Contract Manager:</b> Corine Pryme	<b>Phone:</b> (617) 725-3322
<b>Contractor Vendor Code:</b> VC6000192128		<b>E-Mail:</b> corine.a.pryme@mass.gov	<b>Fax:</b> (617) 725-0260
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> SCEPSSFY21BJAGPITTSF	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$39,959.25			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29 § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Edward J. Byrne Memorial Justice Assistance Grant Program ; Bola Wrap; Tasers ; FJG17LEP ; 2017DJBX0076 ; CFDA: 16.738 ; \$39,959.25			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30/2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Michael J. Wynn</u> Date: <u>11/24/2020</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Michael J. Wynn</u> Print Title: <u>Chief of Police</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director</u>	



# THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201  
(413) 499-9321 • ltyer@cityofpittsfield.org

**Linda M. Tyer**  
Mayor

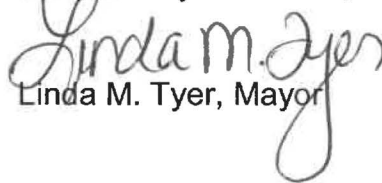
December 2, 2020

To the Honorable Members of the City Council  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$40,000 from the Massachusetts Executive Office of Public Safety and Security-Office of Grants and Research Division for the FY21 Municipal Roads Safety Program Grant.

Respectfully submitted,

  
Linda M. Tyer, Mayor

LMT/CVB  
Enclosure



**CITY OF PITTSFIELD  
POLICE DEPARTMENT**

POLICE HEADQUARTERS, 39 ALLEN STREET, PITTSFIELD, MASSACHUSETTS 01201 (413) 448-9700, FAX (413) 448-9733

OFFICE OF THE CHIEF OF POLICE

(413) 448-9717

PROFESSIONALISM • ETHICS • INTEGRITY • SENSITIVITY • ACCOUNTABILITY

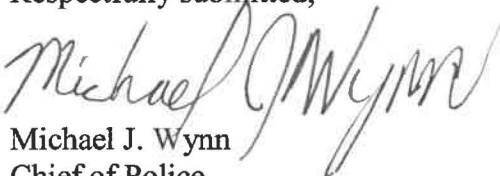
November 30, 2020

Honorable Linda Tyer  
Mayor-City of Pittsfield  
70 Allen St  
Pittsfield, MA 01201

Dear Mayor Tyer,

Submitted for your consideration is an authorization requesting that the City of Pittsfield accept a FY21 Municipal Road Safety Program Grant in the amount of \$40,000.00 from the Massachusetts Executive Office of Public Safety and Security- Office of Grants and Research to the Pittsfield Police Department.

Respectfully submitted,

  
Michael J. Wynn  
Chief of Police

c: Matthew Kerwood, Director of Finance  
Allison Crespo, City Accountant



# City of Pittsfield

M A S S A C H U S E T T S

IN CITY COUNCIL

AN ORDER

No. \_\_\_\_\_

**AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A FY21 MUNICIPAL ROAD SAFETY PROGRAM GRANT OF FUNDS IN THE AMOUNT OF \$40,000.00 FROM THE MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY– NATIONAL HIGHWAY TRAFFIC SAFETY DIVISION**

**Ordered:**

That the City of Pittsfield, acting through its Mayor and City Council, and pursuant to M.G.L. Chapter 44, Section 53A, is hereby authorized to accept a FY2021 Municipal Road Safety Program Grant in the amount of \$40,000.00 from the Massachusetts Executive Office of Public Safety and Security –National Highway Traffic Safety Division to the Pittsfield Police Department.



**CHARLES D. BAKER**  
Governor

# Office of the Governor Commonwealth of Massachusetts

State House  
Boston, Massachusetts 02133  
Tel: (617) 725-4000

**KARYN E. POLITO**  
Lieutenant Governor

November 24, 2020

Chief Wynn  
Pittsfield Police Department  
39 Allen Street  
Pittsfield, MA 01201

Dear Chief Wynn:

Congratulations! We are pleased to inform you that the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) has awarded the Pittsfield Police Department \$40,000 for your Municipal Road Safety program. Funds are being made available from the National Highway Traffic Safety Administration grant award.

Please note that funding will be made available through September 15, 2021. All documents necessary to make this award official will be provided to you by OGR. If you have any questions, please feel free to email Richard Valeri, OGR Program Coordinator at [richard.valeri@mass.gov](mailto:richard.valeri@mass.gov) or by telephone at 617-933-3528.

Once again, congratulations and we thank you for the work you do to keep Massachusetts roads safe for everyone.

Sincerely,

Handwritten signature of Charles D. Baker in black ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in black ink.

Lt. Governor Karyn E. Polito



**The Commonwealth of Massachusetts**  
**Executive Office of Public Safety & Security**

**Office of Grants & Research**

Ten Park Plaza, Suite 3720-A

Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

[www.mass.gov/ogr](http://www.mass.gov/ogr)

Charles D. Baker  
Governor

Thomas A. Turco, III  
Secretary

Karyn E. Polito  
Lieutenant Governor

Kevin J. Stanton  
Executive Director

November 24, 2020

Chief Wynn  
Pittsfield Police Department  
39 Allen Street  
Pittsfield, MA 01201

Dear Chief Wynn:

The Executive Office of Public Safety and Security's **Office of Grants and Research (OGR)** is pleased to announce that the **Pittsfield Police Department** has been awarded **\$40,000** in funding to support the Municipal Road Safety program. Funding was made possible by the National Highway Traffic Safety Administration and is available through September 15, 2021.

Additional correspondence, including all the necessary documents required to make this award official are included in your authorizing award email along with details on how your award amount will be distributed among the elements requested in your application.

Please note your official start date will be the date that your returned contract is signed and dated by OGR. Costs incurred prior to the date of the contract being fully executed will not be eligible for reimbursement.

If you have any questions regarding your contract, please do not hesitate to contact Richard Valeri, Program Coordinator at [richard.valeri@mass.gov](mailto:richard.valeri@mass.gov) or by telephone at (617)-725-3267.

My staff and I look forward to working with you and your department on this important public safety initiative.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin J. Stanton".

Kevin J. Stanton  
Executive Director

## **Baker-Polito Administration Awards \$7.8 Million in Federal Grants for Highway Safety, Crime Prevention, and Education Initiatives**

Boston – Today, Governor Charlie Baker, Lieutenant Governor Karyn Polito and Public Safety and Security Secretary Thomas Turco announced that more than 160 law enforcement agencies will receive \$7.8 million in federal grant funding made possible through the Edward J. Byrne Memorial Justice Assistance Grant (JAG) program and the National Highway Traffic Safety Administration. These grants will provide access to equipment and strengthen training, crime prevention and enforcement initiatives across the Commonwealth.

“Our administration remains committed to maximizing federal resources to support the Commonwealth’s cities and towns,” **said Governor Charlie Baker**. “These grants will provide technology and equipment that enables the dedicated women and men in law enforcement to engage their communities in meaningful ways..”

The JAG program is the leading source of criminal justice funding awarded by the Department of Justice to state and local jurisdictions. Local police departments, sheriffs, and the Municipal Police Training Committee (MPTC) received a combined \$4.6 million in funding for several needs, including protective equipment and communications infrastructure.

The National Highway Traffic Safety Administration provided \$3.2 million to fund traffic enforcement campaigns, safety equipment, and non-enforcement activities by local police. All the initiatives contribute to reducing vehicle crashes and the resulting injuries and loss of life.

“In big cities and small towns alike, these federal resources will bolster so much of what we do to help make our communities safer,” **said Lieutenant Governor Polito**. “These resources will also empower law enforcement to engage residents and respond effectively on behalf of victims and survivors.”

The Office of Grants and Research (OGR) within the Executive Office of Public Safety and Security serves as the State Administering Agency for federal funding from several sources, including the Department of Homeland Security, the Department of Justice, and the National Highway Traffic Safety Administration.

“As a strategic priority, public safety professionals think regularly about how equipment and public awareness campaigns can strengthen their approach to evolving threats,” **said Secretary Turco**. “I commend our staff at OGR for their steady leadership in the midst of the pandemic to identify and fund initiatives that create opportunities for law enforcement to develop their capabilities.”

“OGR embraces its responsibility to distribute federal funds in a way that makes a difference in the 351 communities of the Commonwealth,” **said OGR Executive Director Kevin Stanton**. “The level of care and thoughtfulness with which law enforcement approaches our grant process will undoubtedly carry over as they implement their initiatives in our communities.”

### National Highway Traffic Safety Administration Grant Recipients

(MRS)

The 161 agencies receiving awards from OGR to fund traffic enforcement campaigns, safety equipment, and non-enforcement activities are as follows:

Abington	\$20,000	Falmouth	\$25,000
Acton	\$25,000	Fitchburg	\$39,642
Agawam	\$24,990	Foxborough	\$18,990
Amesbury	\$19,546	Framingham	\$40,000
Amherst	\$20,383	Gardner	\$15,095
Arlington	\$20,000	Georgetown	\$11,995
Ashburnham	\$11,993	Gloucester	\$24,930
Athol	\$11,967	Grafton	\$19,984
Auburn	\$19,814	Granby	\$12,000
Barnstable	\$40,000	Great Barrington	\$11,955
Barre	\$11,989	Groton	\$5,832
Bedford	\$19,000	Groveland	\$11,946
Beverly	\$37,909	Hadley	\$12,000
Billerica	\$34,619	Hamilton	\$5,619
Bolton	\$11,748	Hanover	\$14,304
Boston	\$40,000	Hardwick	\$10,556
Bourne	\$19,909	Harvard	\$11,980
Braintree	\$25,000	Harwich	\$19,981
Brewster	\$12,000	Haverhill	\$39,931
Bridgewater	\$24,998	Hingham	\$24,498
Brimfield	\$11,742	Holbrook	\$8,518
Brockton	\$40,000	Holden	\$19,999
Brookline	\$17,980	Holland	\$7,162
Buckland	\$11,660	Holyoke	\$32,400
Burlington	\$25,000	Ipswich	\$20,000
Chelsea	\$40,000	Kingston	\$20,000
Chesterfield	\$11,978	Lakeville	\$11,942
Chicopee	\$39,790	Lancaster	\$11,967
Cohasset	\$11,973	Lawrence	\$39,573
Danvers	\$17,000	Leicester	\$12,000
Dartmouth	\$25,000	Leominster	\$40,000
Dedham	\$24,991	Leverett	\$11,992
Deerfield	\$12,000	Lowell	\$40,000
Douglas	\$11,869	Lunenburg	\$9,882
Dudley	\$12,000	Lynn	\$40,000
East Bridgewater	\$20,000	Manchester By The Sea	\$12,000
East Brookfield	\$11,948	Marlborough	\$25,000
East Longmeadow	\$20,000	Mashpee	\$20,000

Easthampton	\$19,883	Medway	\$20,000
Everett	\$39,729	Merrimac	\$11,874
Fall River	\$40,000	Milford	\$25,000
Millbury	\$15,890	Southampton	\$11,108
Millis	\$11,990	Southborough	\$11,827
Millville	\$11,999	Southbridge	\$16,823
Needham	\$25,000	Springfield	\$40,000
New Bedford	\$40,000	Sterling	\$12,000
Newton	\$39,976	Stoneham	\$24,999
Norfolk	\$11,715	Stoughton	\$24,857
Northampton	\$23,483	Sturbridge	\$11,970
Norwell	\$12,000	Sunderland	\$11,975
Norwood	\$24,992	Swampscott	\$19,980
Oakham	\$7,188	Swansea	\$19,887
Orange	\$12,000	Taunton	\$40,000
Orleans	\$12,000	Tisbury	\$11,985
Oxford	\$18,631	Topsfield	\$11,936
Paxton	\$11,028	Truro	\$11,999
Peabody	\$39,976	Wakefield	\$24,968
Pembroke	\$19,770	Walpole	\$25,000
Pittsfield	\$40,000	Waltham	\$39,999
Plympton	\$11,776	Warwick	\$9,155
Princeton	\$11,971	Watertown	\$15,800
Quincy	\$40,000	Webster	\$19,830
Randolph	\$11,000	Wellesley	\$16,600
Reading	\$25,000	Wellfleet	\$12,000
Rehoboth	\$19,764	Wenham	\$10,359
Revere	\$23,650	West Boylston	\$7,687
Rockland	\$20,000	West Brookfield	\$11,684
Rockport	\$11,970	West Springfield	\$24,282
Royalston	\$8,759	West Tisbury	\$11,982
Russell	\$11,997	Westfield	\$39,986
Rutland	\$12,000	Westford	\$19,250
Salisbury	\$11,988	Westminster	\$12,000
Scituate	\$19,992	Westport	\$16,169
Seekonk	\$11,594	Westwood	\$20,000
Sharon	\$20,000	Weymouth	\$39,986
Sheffield	\$11,539	Wilbraham	\$19,951
Shrewsbury	\$24,957	Williamsburg	\$12,000
Somerset	\$20,000	Wilmington	\$25,000
Somerville	\$40,000	Woburn	\$25,000
South Hadley	\$11,500	Worcester	\$40,000
		Yarmouth	\$25,000



*Copy for  
Grants  
office*

# Office of Grants and Research

## FFY 2021 Municipal Road Safety Grant Program

### Funding Application

Please complete each field. If requesting funding for more than one project, you may use one Cover Sheet (if the same information applies to multiple projects), multiple Project Description pages, and one Signature Page.

### Cover Sheet

Applicant Organization Information		Authorizing Official (Chief of Police, Mayor or Town Administrator)	
Organization Name: Pittsfield Police Dept.		Name: Michael J. Wynn	
Project Title: Municipal Road Safety Grant (MRS)		Title: Chief of Police	
Address: 39 Allen St		Address: 39 Allen St	
City: Pittsfield	State: MA	City: Pittsfield	State: MA
Zip: 01201	+4: 6226	Zip: 01201	+4: 6226
Telephone: 413-448-9700		Telephone: 413-448-9777	
Website: www.pittsfieldpd.org		Fax: 413-395-0131	
DUNS Number: 781697727		Email: mwynn@cityofpittsfield.org	
Fiscal Contact Information		Grant Manager Contact Information	
Name: Matt Kerwood		Name: Margaret Gregory	
Title: Director of Finance		Title: Grant Manager	
Address: 70 Allen St.		Address: 39 Allen St	
City: Pittsfield	State: MA	City: Pittsfield	State: MA
Zip: 01201	+4: 6223	Zip: 01201	+4: 6226
Telephone: 413-499-9466		Telephone: 413-448-9717	
Email: mkerwood@cityofpittsfield.org		Email: mgregory@cityofpittsfield.org	
Funding		Federally Approved Indirect Cost Rate	
Total Grant Funding Requested: \$ 40,000.00		Does applicant have a federally approved rate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		If yes, what is the rate? Attach copy.	
Signature: <i>Michael J. Wynn</i>		If no, will the applicant be requesting the de minimis rate?	<input type="checkbox"/> Yes <input type="checkbox"/> No



## Program Description

**Project Title: Municipal Road Safety Grant (MRS)**

**Amount of Funding Requested for this project:**

Complete all sections using a font size of 11 pt.

**1. Describe your department's philosophy and commitment to traffic safety. Include the following elements:**

- Why it is important to you.
- Estimated number of hours dedicated to traffic enforcement outside of grant overtime activity.
- Most significant problem area (i.e. texting and driving/ speed/ impaired driving).
- The data used to identify the most significant problem.
- If your department has suffered budget reductions, please explain the impact as it pertains to traffic safety.

The City of Pittsfield and the Pittsfield Police Dept. renewed its commitment to traffic safety 6 years ago when it re-established a full time traffic unit after approximately 20 years of not having this dedicated unit. Unfortunately, due to manpower, this unit, while still in existence, has now been absorbed back into patrol. Prior to being absorbed, the traffic unit was made up of four officers and a Sgt. with two assigned to days and two on evenings. Their primary purpose was to enforce motor vehicle and pedestrian safety and augment patrol only when needed. With an increase in hiring this year, we are hopeful that this unit can become a separate entity once again to focus on traffic related issues. Currently with these officers as part of patrol, they still maintain their traffic unit status and focus on traffic enforcement when on shift and between calls for service. When shift staffing allows, (more then 6), the traffic unit officers are assigned to their traffic enforcement beats to spend their shifts solely on traffic safety and enforcement. As such, with these officers and a full time traffic Sgt. we are able to dedicate well over 40 hours a week to traffic enforcement.

The philosophy of traffic safety for this department is not for revenue generating as some citizens may argue. The philosophy and purpose behind traffic safety is to change the driving behavior within the city of Pittsfield to make the roadways safer for drivers, pedestrians, and cyclists. We have done this through public awareness campaigns, recognition of infrastructure problems, technology, police visibility, as well as enforcement. Through public awareness campaigns, we have utilized our department's Facebook and Twitter pages to promote our campaigns. We have also worked with our local radio stations for on air discussions and public service announcements. We have also utilized our elementary schools to assist in creating and posting artful speed limit signs on school zone roadways to remind drivers of the speed limits on these roadways. We received great feedback from the community from this project as the colorful signs stood out and the fact that they were created by our community's children resonated well with the motoring public.

We have worked with our city engineers in recognizing and providing possible solutions to roadways that were prevalent for speeding, crashes, or that had been dangerous for pedestrian and bicycle traffic. For example, in recognizing an intersection in our community that was the scene of far too many crashes, the simple installation of a solar powered "Dangerous Intersection Ahead" reduced the number of collisions at this intersection significantly from 13 in 2017 down to just 3 in 2018 after installation (East Housatonic St @ Pomeroy Ave). We have also rectified several roadways with sight line issues to make for safer conditions in addition to installing new or updating old signage to assist operators on our roadways.

Like many departments around the state, one of our biggest challenges is responding to the many requests for speed enforcement on roadways. Many of these roadways are tertiary roadways within our community that placing an officer on for extended period of times simply is not practical. In using technology such as our traffic counter, we are able to, first of all, confirm that there is a speeding issue on the roadway, and if so, secondly to recognize the days and times that it is most prevalent to utilize officer's enforcement time more efficiently. The reports that are generated from our traffic data recorder are shared openly with the residents and their respective city councilors to validate or invalidate the complaints and are always met with much appreciation and enlightenment.

Our most significant problem area within the City of Pittsfield is of course speeding. As the Traffic Unit Sgt. the majority of complaints that I receive involve concerns over speeding. Pittsfield is the hub of Berkshire County with the main roadways intersecting through this city to access either north or south county via route 7/20, rte 8 or rte 9. These roadways are the scenes of our more significant crashes, not just in numbers, but in injury severity as well due to the higher speeds and vehicle volume on them. Based on our statistics and experience, we know that these roadways are where the larger percentage of our crashes are going to be and thus require the majority of our focus and attention in regards to enforcement. Subsequently, the majority of our speeding citations are as the result of infractions on these roadways. The challenge is always how to balance enforcement on these several major roadways along with having a presence on the residential roadways. This is where we are able to utilize our speed trailers and pole mounted speed signs. We are able to deploy these signs throughout the city on these lesser traveled roadways as a means of awareness for operators and to accommodate the residents. These signs have been invaluable to this department and subsequently the requests for their presence are overwhelming.

In addition to speeding, another significant problem area within our city is that of pedestrian safety. This area of concern is twofold as that for as many vehicle violations as we see for failure to stop for pedestrians in crosswalks, we see just as many if not more jay walking violations. This city has gone to great lengths in the redesign of our down town to create a pedestrian friendly environment. The city has incorporated "bump outs" as well as flashing pedestrian signal lights to assist motorists in recognizing pedestrians. In addition, in conjunction with this department, poorly lit roadway areas have also been identified and marked for improvement for pedestrian safety.

Traffic safety is important to communities for obvious reasons. To change driving behavior and make our roadways safer for all. But in addition to this, traffic safety allows for community interaction and with the environment of policing being what it is today and how it is viewed, these interactions can go a long way in confirming or changing a citizens perception of their department and policing as a whole. The ability to recognize an infraction and communicate this infraction with a citizen in a positive and respectful manner will hopefully translate into future awareness for that operator. The formula for traffic safety is for increased enforcement and presence to result in higher awareness and compliance thus resulting in a reduction in speeding and collisions making for safer roadways. Awareness and compliance needs to be achieved through partnership with our citizens and not necessarily through punishment of our citizens. These roadway interactions are what build these partnerships and mutual respect. While motor vehicle stops are law enforcing activities and are always conducted with officer safety in mind, the opportunities that these citizen contacts bring can be far reaching in improving community relations.

2. Describe how receiving this award will augment your department's current traffic safety efforts. Please include as many elements as you plan to incorporate (Enforcement, Equipment, and Non-Enforcement).  
(Use as much space as needed. Attach any additional pages if necessary.)

This award would significantly assist this department in our traffic safety efforts. Clearly the funds would allow for the opportunity to schedule additional shifts with traffic safety being the sole focus and purpose. In addition, these funds would assist this department in the obtaining of additional traffic safety tools for speed enforcement and speed calming measures which is discussed further below in question 8.

In regards to non-enforcement measures, this additional funding would be used for public awareness campaigns or activities. These activities would include the continuation of working with our elementary schools in designing and posting speed limit signs within our school zones for awareness. We were not able to include all of our schools in the last campaign. In conjunction with this project, we would also deploy our safety officer into the schools to discuss bike and pedestrian safety as well. Currently this officer works with kindergarten through first grade on topics such as "Sidewalk Safety and Roadway Safety". We would like to extend these discussions further into the elementary schools to continue to discuss roadway safety. Recognizing that pedestrian safety is a weakness within our community, education is key, particularly for our elementary aged population. Some of the most effective countermeasures for pedestrian safety are those that involve discussion and education of school aged children.

In addition to these campaigns, through hard work and community support, this department's safety officer was able to purchase a "Copsicle" ice-cream truck. This vehicle is utilized at various community events and is very popular with school aged children for obvious reasons. This grant would enable us to deploy this vehicle for additional events as well as for random patrols to recognize and reward our school aged children for adhering to bicycle and pedestrian safety.

In addition, this award would also enable this department to certify one of our traffic unit members in Crash Data Retrieval as well as in the Analysis of this information. Data recorders within vehicles have become an invaluable tool in crash investigation and the ability to properly obtain and subsequently discern this information has become a large component of any crash investigation.

3. From the MassDOT Crash Portal, "IMPACT" <https://apps.impact.dot.state.ma.us/cdp/report-view/13> please fill in the following:

Categories	2017	2018	2019	2020*
Total Crashes	1039	797	860	590
Serious Injury Crashes	7	11	11	13
Fatal Crashes	1	1	5	2

\*2020 Date Range:

4. From your department's internal data, please complete as much of the following as possible. OGR understands that smaller communities will have significantly smaller numbers to report than larger.

Categories	2017	2018	2019	2020*
OUI Arrests	65	52	41	17
OUI Drug Arrests	10	14	8	9
Seat Belt Citations	180	128	41	14
Speeding Citations	1325	1188	793	235
Distracted Driving Citations**	70	28	9	27

\*2020 Date Range

**\*\*Distracted driving shall include the following: Improper Use of Phone/Electronic Device, Texting, Impeded Operation**

**5. Based on the data charts from Questions 3 & 4, please enter measurable target goals/projections for all three:**

- To decrease fatalities 100% from 2 during calendar year 2020 to 0 in 2021.
- To decrease the number of impaired driving-related crashes 50% from 60 during calendar year 2020 to 30 in 2021.
- To decrease unrestrained passenger vehicle occupant injuries 50% from 45 during calendar year 2020 to 27 in 2021.

**6. Identify the problem(s) that exist in your community related to impaired driving, distracted driving, and occupant protection. Specify any trends (either crash or citation-related) which exist as they pertain to the location (street, intersection, etc.), day of the week, and/or time of day.**

The city of Pittsfield traffic related statistics do not differentiate much from national trends. While our crashes increase during the week and in peak commute times such as 0700-0900 and 1500-1700 hours Monday through Friday, we also find that these crashes are of the slower velocity type. Obviously due to the fact that these times correlate with high traffic volume or congestion, motor vehicle speeds are slower resulting in primarily property damage crashes as opposed to injury crashes. However, with the higher volume and congestion, we are more apt to observe distracted driving or impeded operation violations such as cell phone usage as well as a decrease in seat belt usage. These times would be targeted and utilized for the distracted driving mobilization period as well as for seatbelt enforcement.

Where we see the increase in speeding and thus more prevalent injury crashes is during non-peak hours where the roadways are less congested allowing for higher speeds. In reviewing our crash statistics over the last five years we have found that 50% of our fatal crashes (12 overall) involved impairment of the operator. 50% of these crashes occurred in one of the target locations identified in question 7. Additionally, 66% of these crashes occurred at night time. Two of these crashes where passenger restraint was applicable (the other fatals involved pedestrians/motorcycles) both operators were unrestrained at the time of the incident. Based on these figures, it would be assumed that our target times for speeding would be off peak or non-commute hours and at night time for impaired operation. However, based on our observations, we have seen an increase in impaired operation during daytime hours as related to OUI, Drugs over the last couple of years with Heroin being the most prevalent substance. Ultimately, the majority of enforcement for impairment will be targeted for evening and night time hours with some enforcement allowed for daytime hours beyond 1400 as requested in the grant guidelines.

**7. Identify at least three streets and/or intersections where the patrols during an overtime enforcement campaign period will have the greatest impact (based on the answer to question 5).**

<b>Location 1</b>	North St – this roadway runs the downtown area. Volume is heavy during midday and commuting hours as is pedestrian traffic. 7% of the cities crashes occur on this roadway yearly.
<b>Location 2</b>	South St – this roadway is the main roadway in and out of the city of Pittsfield. This roadway sees 8% of the crashes in the city with many of them being higher speed collisions as the speed limit on this roadway is 45 and two lanes in both directions.
<b>Location 3</b>	Dalton Ave and East St. – both again high volume roadways that result in higher speed collisions. Combined these two roadways represent 14% of city crashes. All together these locations identified make up 30% of city crashes.



**8. If your department is budgeting for enforcement equipment (Radar, LiDAR, Speed Radar Signs, Traffic Data Recorders):**

- Please fill in the chart.

<i>Equipment</i>	<i>Inventory</i>	<i>Approx. Age</i>	<i>Equipment</i>	<i>Inventory</i>	<i>Approx. Age</i>
Radar	4	7	Speed Radar Signs	4	5
LiDAR	3	7	Traffic Data Recorders	1	7
Number of Officers on a Patrol Shift		6-8			

- Provide an explanation as to how the equipment will augment the planned enforcement. Please justify the need and how/where the equipment will be used.

(Example A: The department has no data recorders and will post them on street A, B and C in order to ---

Example B: The department would benefit from new Handheld Radar units to enforce speed and reduce crashes caused by speed in area X, Y and Z). Note: The equipment award may be adjusted to reflect the justification provided.

*(Use as much space as needed. Attach any additional pages if necessary.)*

If granted this award, we would be interested in using some of the funding towards hand held radar units as well as additional pole mounted speed signs. The ability to obtain additional hand held units would allow us to replace older units as well as to have more units deployed with our beat officers during regular shift. These officers would then be able to conduct additional speed enforcement on their respective beats in between calls. These officers would be supplied with data driven information as to the traffic hot spots on their beats based on crash information as well as based on citizen complaints and their own observations of patrolling their regular beats daily. Of course, the majority of these enforcement locations would be those identified locations above.

Our experience with the pole mounted speed signs have been very positive. We purchased and deployed our first two this past year thanks to our TEFFY19 Grant. These signs have been deployed on those tertiary or more residential roadways where traffic volume is not as heavy and speeding is not as prevalent, but where citizens have expressed concerns. These signs allow us to better deploy our resources to areas where in person enforcement is required while satisfying the residents on these roadways and providing awareness of speed for those accessing these roadways. We have found that the majority of offenders on these types of roadways are the residents themselves who have become so familiar overtime with constant travel on the roadway that they don't even realize that they are exceeding the speed limit. The awareness that these signs bring for these particular roadways results in compliance and happy neighbors. We would like the opportunity to expand our inventory for the purpose of covering additional roadways to include those that have been identified as target locations in question 7. As we have seen through our own experience and as illustrated in the "Counter Measures that Work" publication, automated enforcement can reduce speeding as well as crashes on these roadways. The current speed trailers that are used and moved around frequently have been found to be unreliable at times. The space needed for these trailers can also limit the possible locations for them as we try to keep them off of the roadways. The pole mounted systems allow for increased locations and deployment during cold season months.

**9. If proposing to utilize grant funds for Non-Enforcement traffic safety activities, describe the issue to be addressed/need, activity to be implemented and expected outcome as a result.**

<p><i>Name of Activity: Elementary-Age Child Pedestrian Training</i></p> <p><i>Need and Problem to be Addressed: To further educate our community on pedestrian and bicycle safety, our efforts would be best served in the elementary school age range as shown in the attached publication. We would expand our presence in the Elementary School to include higher grades for presentation and discussion of pedestrian and bicycle safety.</i></p> <p><i>Activity to be Implemented: In class/assembly discussions</i></p> <p><i>Expected Outcome: To simply get a head start on our youth for pedestrian/bicycle safety and the laws associated with such.</i></p>
<p><i>Name of Activity: Safe Routes to school</i></p> <p><i>Need and Problem to be Addressed: The importance of pedestrian safety for our youth while walking to school.</i></p> <p><i>Activity to be Implemented: We will continue our partnership with our local schools in participating in the safe schools routes</i></p> <p><i>Expected Outcome: Awareness for both pedestrians and operators of heavily traveled school routes in the morning and afternoon hours</i></p>

**10. Motor Vehicle Automated Citation and Crash System (MACCS)**

Check here if you are already participating in the MACCS program, or  
 Check here if you have submitted a request letter to DCJIS to participate in the MACCS program.

**11. Proposed Countermeasure Strategies (optional):**

**To strengthen a proposal, the applicant should provide countermeasure titles from the publication- "Countermeasures That Work: A Highway Safety Countermeasure Guide For State Highway Safety Offices, Ninth Edition, 2017" [https://www.nhtsa.gov/sites/nhtsa.dot.gov/files/documents/812478\\_countermeasures-that-work-a-highway-safety-countermeasures-guide-9thedition-2017v2\\_0.pdf](https://www.nhtsa.gov/sites/nhtsa.dot.gov/files/documents/812478_countermeasures-that-work-a-highway-safety-countermeasures-guide-9thedition-2017v2_0.pdf) that are planned to be implemented identify alternate or innovative countermeasures.**

*Countermeasure Title – Pedestrian Safety Counter Measures*  
*2.1 – Elementary-Age Child Pedestrian Safety*  
*2.2 Safe Routes to School*

**12. Seat Belt Policy- In order to be awarded grant funds from the Office of Grants and Research, the subrecipient's organization must have a Seat Belt Policy in place. A copy of the policy must be submitted as an attachment with the application.**

**Does your organization currently have a seat belt policy?  Yes  No**

*Sample Seat Belt Use Policy:*

(Name of Organization) recognizes that when used, seat belts are extremely effective in preventing injuries and loss of life. According to the National Highway Traffic Safety Administration, research has shown that

lap/shoulder seat belts, when used, reduce the risk of fatal injury to front-seat occupants (age five and older) of passenger cars by 45 percent and the risk of moderate-to-critical injury by 50 percent. For light-truck occupants, seat belts reduce the risk of fatal injury by 60 percent and the risk of moderate-to-critical injury by 65 percent.

We care about our employees and want to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts. Therefore, all employees must wear seat belts when operating an organization-owned vehicle, or any vehicle on the organization's premises, or on organization business; and all occupants are to wear seat belts or, where appropriate, child restraints when riding in an organization-owned vehicle, or any vehicle on the organization's premises, or a personal vehicle being used for the organization's business. All employees and their families are strongly encouraged always to use seat belts and the proper child restraints whenever they are driving or riding in any vehicle, in any seating position.

Signed & Dated by an Authorized Signatory for the organization.

**13. Budget Narrative- Please use the space below to describe how the funds will be used and further explain any budget items being requested so that the reviewers clearly understand all costs associated with this proposal.**

If this department was awarded the full award requested the budget break down would consist of the following:

\$3000.00 to be used for non-enforcement activities. This line item would be used to pay our safety officer to conduct outreach within our schools and at community events to further educate and bring awareness of bicycle and pedestrian safety to our youth.

\$5,000.00 to be used for professional development to get an additional officer trained in the use of crash data retrieval from vehicles as well as analysis of this data. These are two separate courses. In addition to these crashes we would look for additional professional development courses as well such as ARIDE preferably.

\$12,000 to be used for equipment. With this funding we would purchase two additional pole mounted speed signs. We have been quoted a price of \$5000.00 from Elancity for this purchase already. (\$2500 per unit) Approximately \$2,000 for a new Traffic Data Collector to replace our old one. The new data collectors are actually coming out this year from Decatur and are being revamped to include additional capabilities. The final \$5,000.00 for use towards additional hand radar units at a cost of approximately \$1,000 per unit for approximately 5 units.

The final \$20,000 would go towards enforcement activities.



## **BUDGET WORKSHEET**

### **General Instructions**

Attachment B – Excel Budget Detail Worksheet must be filled out and included with the application. The worksheet can be found at <https://www.mass.gov/service-details/traffic-safety-grants> under the link for the FFY21 MRS Grant program.

The budget worksheet contains sections for each element and other related costs. The mandatory Enforcement element section must be budgeted for a minimum of four (4) enforcement hours in each of the campaigns listed below. If you are requesting an optional element (Equipment, Non-Enforcement), fill in the appropriate budget section with related costs. Please note that the total of all sections cannot exceed the maximum amount award per tier level. Refer to the Funding Levels chart (below) for your maximum award amount.

From the excel budget worksheet, summarize the amount from each element section and fill in the grid below. For Non-Enforcement Traffic Safety Activities, include any costs in sections labeled, Contractor/Consultant and Travel. All numbers will be rounded up to the nearest whole dollar.

#### ***FFY 2021 Funding Levels***

<b>Population</b>	<b>Tier</b>	<b>Max Award Amount</b>
Greater than 40,000	1	\$40,000.00
20,000 to 39,999	2	\$25,000.00
12,000-19,999	3	\$20,000.00
Less than 12,000	4	\$12,000.00

**Our Department is Tier:**     1          **Maximum Award Amount:**     \$40,000.00    

#### ***Funding Requested for each Budget:***

<b><i>Enforcement</i></b>	<b><i>Equipment</i></b>	<b><i>Non-Enforcement Traffic Safety Activities</i></b>
<b><i>\$\$20,000.00</i></b>	<b><i>\$\$12,000.00</i></b>	<b><i>\$\$8,000.00</i></b>
<b><i>Total Award Amount Requested: \$ \$40,000.00</i></b>		

### ***ENFORCEMENT CAMPAIGNS***

Please note: The Enforcement amount requested from the excel worksheet will be divided equally among the five (5) campaigns.

Winter Impaired Driving (DSOGPO)	December 16, 2020 – January 23, 2021
April Distracted Driving	April 2 - 18, 2021
May Click It Or Ticket (CIOT)	May 17 - 31, 2021
Summer Speed	June 11 – 27, 2021
Summer Impaired Driving (DSOGPO)	August 20 – September 6, 2021

### Accidents in Pittsfield by Day of the Week and Time- 2020 YTD

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0:00	1	0	1	1	0	0	0
1:00	0	1	0	2	1	1	2
2:00	0	0	0	3	0	0	0
3:00	1	0	1	0	0	1	0
4:00	1	1	0	0	0	0	2
5:00	1	0	0	0	1	1	0
6:00	0	1	2	1	0	2	3
7:00	4	3	3	4	4	5	1
8:00	1	4	2	6	2	1	2
9:00	1	3	4	6	3	6	4
10:00	5	4	7	6	2	3	3
11:00	4	5	7	6	6	7	4
12:00	3	8	7	7	8	8	7
13:00	2	4	5	3	9	7	4
14:00	4	7	9	6	6	10	3
15:00	6	12	9	2	7	12	7
16:00	4	14	4	11	9	23	4
17:00	4	7	8	6	8	11	3
18:00	4	3	1	8	4	1	3
19:00	3	6	7	2	3	2	6
20:00	1	2	1	4	3	2	3
21:00	1	2	1	5	4	4	1
22:00	2	3	1	3	3	3	3
23:00	1	4	0	1	2	3	2

**Commonwealth of Massachusetts  
Office of Grants and Research  
FFY 2021 Municipal Road Safety Grant  
Availability of Grant Funding (AGF) Assurances**

The Pittsfield Police Department hereby acknowledges the terms and conditions as identified in the FFY 2021 Municipal Road Safety (MRS) Availability of Grant Funding. The Department understands and agrees that a grant received as a result of this application process is subject to the regulations governing highway safety projects and grant administrative requirements and agrees to comply with all applicable Local, State and Federal rules and regulations.

I hereby acknowledge that if purchasing equipment, the Department will comply with all grant contract requirements and related state and federal guidelines as they pertain to the purchasing of allowable equipment. The Department understands and agrees that any items approved for purchasing will be used specifically for traffic enforcement/safety purposes as set forth in conjunction with the FFY 2021 MRS grant program.

I hereby acknowledge that funding is contingent upon the availability of federal NHTSA funds, and certify if awarded, that these federal funds will not supplant any other funds currently made available to the Department.

By signing below, I hereby acknowledge having read and understand all FFY 2021 MRS grant administration requirements and agree to comply with the best of the Department's ability.

Michael J. Wynne, Chief of Police  
Authorized Representative Name and Title (please print)

Michael J. Wynne  
Authorized Signature in Blue Ink

10/5/2020  
Date

**Budget Summary Sheet**  
**Office of Grants and Research**  
**FFY 2021 Municipal Road Safety Grant (MRS)**

**Applicant Organization Name:**

**Pittsfield Police Dept.**



<b>Grant Funds Requested</b>		
<b>A</b>	<b>Enforcement Overtime</b>	<b>20,000.00</b>
<b>B</b>	<b>Fringe</b>	<b>-</b>
<b>C</b>	<b>Indirect</b>	<b>-</b>
<b>D</b>	<b>Equipment</b>	<b>12,000.00</b>
<b>E</b>	<b>Non-Enforcement Traffic Safety Activities</b>	<b>8,000.00</b>
<b>F</b>	<b>Consultant/Contractor</b>	<b>-</b>
<b>G</b>	<b>Travel</b>	<b>-</b>
<b>Totals:</b>		<b>40,000.00</b>

**Executive Office of Public Safety and Security  
Office of Grants and Research  
Budget Worksheet  
Municipal Road Safety Grant Program (MRS)**

**A. Enforcement Overtime-** Show the average Overtime (OT) Rate of officers conducting enforcement and Number of Hours. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	OT Rate	# of Hours of OT	Brief Narrative	Cost	Federal Share
Officer	\$55.00	363.64	Five (5) Campaigns	20,000.00	20,000.00
				-	-
				-	-
			<b>Total:</b>	20,000.00	20,000.00

**B. Fringe Benefits—**Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category A and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Avg Annual Salary	Percent Charged to Program	Fringe Rate	Cost	Federal Share
Officer				-	-
				-	-
				-	-
			<b>Total:</b>	-	-

**C. Indirect Costs—**Applicants that want to charge indirect costs through the use of an indirect cost rate may use a federally-approved indirect cost rate agreement. Please include a copy of the current, signed agreement. Applicants that have never received a federally approved indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs. If the applicant's accounting system permits, indirect costs may instead be allocated to applicable direct cost categories in the budget, including "other" if the costs being identified do not fit into one of the direct cost categories. For more information, see Title 2CFR Part 200 (Super Circular)

Name/Position	Salary to Program	Indirect Rate	Cost	Federal Share
Officer			-	-
			-	-
			-	-
			-	-
			<b>Total:</b>	-

**D. Equipment -** List only the speed items allowed in this program.

Item	Per Unit Cost	Quantity	Description	Cost	Federal Share
pole mounted speed signs	\$2,500	2.00		5,000.00	5,000.00
hand held radar units	1,000.00	5.00		5,000.00	5,000.00
speed data collector	2,000.00	1.00		2,000.00	2,000.00
				-	-
				-	-
			<b>Total:</b>	12,000.00	12,000.00

**E. Non-Enforcement Traffic Safety Activities—**List activities and general costs associated with the activity (i.e. printing costs, conference fees)

Name of Activity	OT Rate	Hours	Brief Description	Cost	Federal Share
traffic safety outreach/schools	50.00	60.00	outreach/ assemblies	3,000.00	3,000.00
professional development	55.00	90.91	crash analysis certs/ARIDE certs	5,000.00	5,000.00
				-	-
				-	-
			<b>Total:</b>	8,000.00	8,000.00

**F. Consultant/Contractor Fees**

Name	OT Rate	Hours	Brief Description	Cost	Federal Share
				-	-
				-	-
				-	-
			<b>Total:</b>	-	-

**G. Travel**

Name	OT Rate	Hours	Brief Description	Cost	Federal Share
				-	-
				-	-
				-	-
			<b>Total:</b>	-	-

**TOTAL: 40,000.00 \$40,000.00**

Department Name: Pittsfield Police Dept Authorized Signatory Initials mmw  
I hereby attest that I have read and understood the following document.

### **FFY 2021 Municipal Road Safety Grant Program Scope of Services**

In support of the Federal Fiscal Year (FFY) 2021 Municipal Road Safety Program (MRS), eligible municipal police departments will conduct high-visibility traffic enforcement, purchase equipment and conduct non-enforcement traffic safety activities throughout the grant year in accordance with the Application, the Availability of Grant Funds (AGF) Narrative and any amendments issued by the Executive Office of Public Safety and Security, Office of Grants and Research (EOPSS/OGR).

The three elements of the program - Enforcement, Equipment and Non-Enforcement Traffic Safety Activities – are designed to enhance a department’s capabilities to conduct overtime high-visibility enforcement, purchase equipment to augment enforcement efforts and participate in non-enforcement traffic safety activities all in an effort to reduce roadway crashes, injuries, fatalities and their associated economic losses in Massachusetts .

Changes to this scope may be made as part of the annual Highway Safety Performance Plan and the annual Federal Grant Award that provide for this grant program. The Scope of Services (SoS) provides an overview of the terms and conditions of the MRS grant; participating departments are strongly encouraged to read the Availability of Grant Funds (AGF) for the complete list of conditions related to this grant program.

Grant awards are subject to the availability of federal funds and any other provisions specified in the Highway Safety Plan and the Federal Grant Award; award amounts will be specified in the official award letter and/or authorizing email that are issued to the participating departments.

Contracts shall terminate in the event funds are exhausted and/or not made available by the Federal Government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the Commonwealth will be under no obligation to make payments for such performance.

#### ***Overview***

- All municipal police departments that meet established requirements are eligible for grant funding.
- This is a cost reimbursement grant program.
- No activity within this grant shall begin until a contract is signed by the Executive Director and an authorizing email is received from OGR. Costs incurred before a department receives written notification will not be reimbursed. Costs incurred after September 15, 2021 will not be reimbursed.

- The maximum award amount per department is based on a Tier level system as follows:

Population (2017 US Census Est.)	Tier Level	Max Award Amt per Tier
Greater than 40,000	1	\$40,000
20,000 to 39,999	2	\$25,000
12,000 to 19,999	3	\$20,000
Less than 12,000	4	\$12,000

- Expenditure and Activity Report forms are due on the 15<sup>th</sup> of the month following the month of activity. Scanned original signed reports in PDF format only are acceptable (no Excel files). If no activity was conducted in a given month, departments must email a one-page Expenditure report (signed PDF) indicating the month, \$0 dollars and reason for inactivity.
- For purchased equipment, a proof of payment in full or packing slip showing the date of delivery is required.
- For non-enforcement activities, itemized invoices and receipts are required for any expenditures.
- The total of all elements budgeted for cannot exceed the maximum award amount.
- Failure to submit the required reporting forms by the established deadlines may result in non-reimbursement.
- Subrecipients must submit a Final Narrative Report, no later than Oct. 15, 2021, summarizing accomplishments, challenges and progress towards measurable goals as stated in the application.

**Enforcement**

Enforcement is a mandatory element. A department must conduct a minimum of four (4) enforcement hours in each of the five (5) campaigns. *Note: dates are subject to change; however, departments will be notified in advance.*

Winter Impaired Driving	December 16, 2020, to January 23, 2021
April Distracted Driving	April 2, 2021, to April 18, 2021
May CIOT	May 17, 2021, to May 31, 2021
June Speed	June 11, 2021, to June 27, 2021
Summer Impaired Driving	August 20, 2021, to September 6, 2021



Guidelines:

- All patrols by each officer must be no less than two (2) hours and no greater than eight (8) hours in length and devoted solely to traffic enforcement activities relevant to the campaign period.
- Departments are required to conduct a minimum of three documented stops or contacts per officer per hour. If fewer than three without substantial reason, the OGR reserves the right to end program participation for the remainder of the federal fiscal year, through September 15, 2021. Documented stops are defined as any grant-funded patrol officer contact with motorists during overtime enforcement patrols that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a review or audit.
- Non-participation or non-compliance with performance measures may result in contract suspension, termination and/or non-reimbursement of enforcement or data-entry expenses and may affect eligibility in the subsequent grant year.
- Officers funded during this grant shall be dedicated to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in need of immediate emergency assistance, or in the case of other significant public safety unscheduled emergency situations.
- If an officer makes an arrest or processes a criminal complaint application/ summons during the shift but does not complete the arrest/summons before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest/summons.
- To maximize grant funding, patrols must be one officer per cruiser (with some exceptions); however, multiple cruisers may be out at one time.
- Full-time officers will be reimbursed at an overtime rate of pay for hours worked during the campaign enforcement patrols. Part-time or auxiliary officers may participate and will be reimbursed at their normal hourly rate of pay.
- Any unspent funds from one campaign period cannot be rolled over into a future campaign or other program activity.

Equipment

Equipment is an optional element. Departments will be allowed to budget up to 50% of the total award to purchase pre-approved equipment (Radar, LiDAR, Speed Radar Signs, Traffic Data Recorders).

If a department chooses to purchase equipment:

- A minimum of four (4) enforcement hours is required in each of the five (5) scheduled campaigns listed under Enforcement.
- Departments must receive written authorization from OGR before ordering equipment.
- OGR will reimburse departments for approved purchases up to 50% of the eligible award amount. Departments will be responsible for payment of any balances for equipment exceeding 50% of the eligible award amount.
- **Equipment must be received or paid in full no later than August 20, 2021.**

- No changes to the equipment budget are allowed. Changes to the items requested will be accepted but must be approved and authorized by OGR before ordering the changed item.
- If equipment is purchased and the required minimum of enforcement hours is not satisfied, the department risks non-reimbursement of any activity conducted and/or the contract will become invalid, and repayment of equipment may be mandated.

**Non-Enforcement Traffic Safety Activities**

Non-enforcement traffic safety activities is an optional element.

***Important Note: activities should only be performed if they can be conducted safely within the current Massachusetts COVID guidelines.***

If choosing to budget for these activities:

- A department is required to conduct a minimum of four (4) enforcement hours in each of the five (5) scheduled campaigns listed under Enforcement.
- All activities must be approved and authorized by OGR prior to the start of the activity.
- Each activity must be clearly defined in the application and budgeted for with an estimated number of hours to perform the activity. Any additional costs associated with the activity must also be defined in the budget and approved by OGR.
- Please refer to the AGF for a list of acceptable non-enforcement traffic safety activities.

The AGF, reporting forms and required documents are located at <https://www.mass.gov/service-details/traffic-safety-grants> under the link “FFY 2021 Municipal Road Safety Program”.

All questions related to this grant program should be directed to Richard Valeri via email at [OGR.MRS@mass.gov](mailto:OGR.MRS@mass.gov).

**COMMONWEALTH OF MASSACHUSETTS**

**CONTRACTOR AUTHORIZED SIGNATORY LISTING**

**Contractor Legal Name: Pittsfield Police Department**

**Contractor Vendor/Customer Code: VC6000192128**

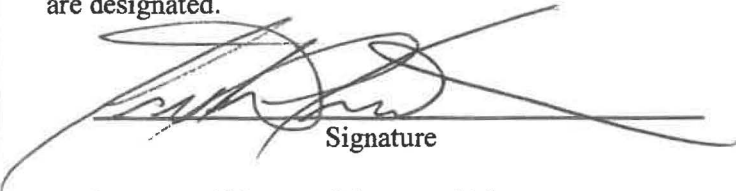
**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.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

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

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

<b>AUTHORIZED SIGNATORY NAME</b>	<b>TITLE</b>
<b>Michael J. Wynn</b>	<b>Chief of Police</b>
<b>Julie Davis</b>	<b>Administrative Finance Manager</b>
<b>Gary Traversa</b>	<b>Bureau Commander</b>
<b>Matthew Kerwood</b>	<b>Director of Finance</b>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

  
Signature

Date: 10/7/11

Name & Title: Director of Finance

Telephone: 413-499-9466

Fax: 413-443-6502

Email: mkerwood@cityofpittsfield.org

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

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

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name : Pittsfield Police Department  
Contractor Vendor/Customer Code: VC6000192128

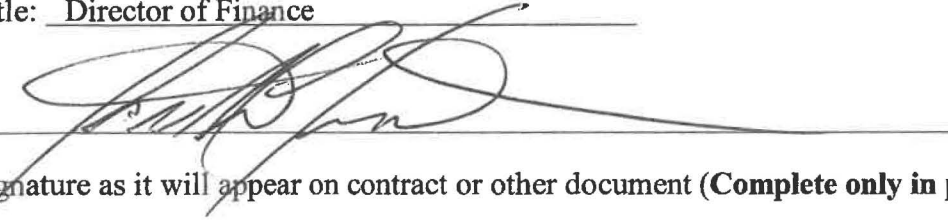
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

Signatory's full legal name (print or type): Matthew Kerwood

Title: Director of Finance

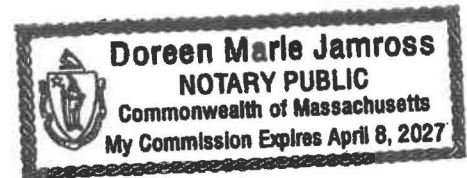
X 

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

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

On this 8<sup>th</sup> day of October, 2020 before me, the undersigned notary public, personally appeared Matthew Kerwood (name of document signer), proved to me through satisfactory evidence of identification, which was Personally Known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Doreen Marie Jamross  
Notary Public Signature



My MA Commission expires on: April 8, 2027

AFFIX NOTARY SEAL

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned corporate clerk, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

\_\_\_\_\_  
Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name : Pittsfield Police Department  
Contractor Vendor/Customer Code: VC6000192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

Signatory's full legal name (print or type): Julie Davis

Title: Administrative Finance Manager

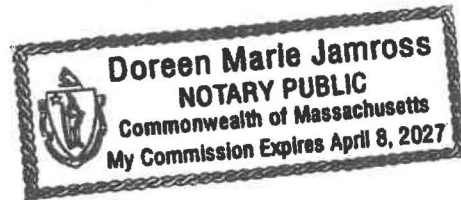
X Julie Davis

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

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

On this 8<sup>th</sup> day of October, 2020 before me, the undersigned notary public, personally appeared Julie Davis (name of document signer), proved to me through satisfactory evidence of identification, which was Personally Known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Doreen Marie Jamross  
Notary Public Signature



My MA Commission expires on: \_\_\_\_\_

AFFIX NOTARY SEAL

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned corporate clerk, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

\_\_\_\_\_  
Corporate Clerk Signature

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name : Pittsfield Police Department  
Contractor Vendor/Customer Code: VC6000192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

Signatory's full legal name (print or type): Michael J Wynn

Title: Chief of Police

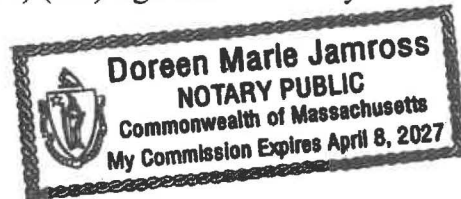
X Michael J Wynn

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

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

On this 8th day of October, 2020 before me, the undersigned notary public, personally appeared Michael J. Wynn (name of document signer), proved to me through satisfactory evidence of identification, which was Personally Known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Doreen Marie Jamross  
Notary Public Signature



My MA Commission expires on: \_\_\_\_\_

AFFIX NOTARY SEAL

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned corporate clerk, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

\_\_\_\_\_  
Corporate Clerk Signature

AFFIX CORPORATE SEAL



COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name : Pittsfield Police Department  
Contractor Vendor/Customer Code: VC6000192128

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

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

Signatory's full legal name (print or type): Gary Traversa

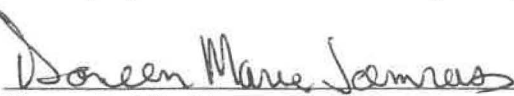
Title: Bureau Commander

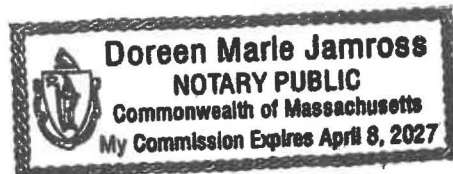
X 

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

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

On this 8<sup>th</sup> day of October, 2020 before me, the undersigned notary public, personally appeared Gary Traversa. (name of document signer), proved to me through satisfactory evidence of identification, which was Personally Known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

  
Notary Public Signature



My MA Commission expires on: April 08, 2027.

AFFIX NOTARY SEAL

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned corporate clerk, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

\_\_\_\_\_  
Corporate Clerk Signature

AFFIX CORPORATE SEAL



Department/Organization

Name Pittsfield Police Department  
(Print or Type)

**General Subrecipient Grant Conditions  
Office of Grants and Research (OGR)  
Executive Office of Public Safety and Security**

**Instructions and Information for Authorized Signatories**

- **For All Subrecipients**
  - Read and initial all pages where indicated in blue ink.
  - Sign and date as applicable, where indicated in blue ink
  - Read Addendum 5 for special conditions associated with the specific federal grant-stream that is the source of the award.
    - Sign and date at the end.
    - If the source of the award is not federal or there are no special conditions, Addendum 5 will indicate N/A and should be signed and dated nonetheless.
  - Return the signed and initialed General Subrecipient Grant Conditions with the signed Commonwealth of Massachusetts Standard Contract Form as an indication you have read and are agreeing to comply with all pertinent conditions.
  - Your signature on the Standard Contract indicates you have read and are agreeing to comply with all conditions, certifications, and obligations therein.
  - Failure to comply with any conditions may result in termination of the contract or other consequences.
- **Additionally for Law Enforcement Subrecipients**
  - Read and sign Addendum 1: Additional OGR Conditions for Law Enforcement Agencies
- **Additionally for Research Subrecipients**
  - Read, complete, and sign Addendum 2: For Research Grants Only (Human Subjects Protection).

**Section: 1 Subrecipients of Federal Grant Funds**

- When receiving a grant award of federal funds administered by OGR, subrecipients must comply with **three sets of general grant conditions**: (1) federal conditions; (2) state conditions; and (3) OGR conditions. These three sets of general grant conditions are addressed in this primary document.
- Federal conditions are based on laws passed by Congress, regulations issued by the federal department making the funds available and published in the Code of Federal Regulations (CFR), and financial guidance also created by the federal department making the funds available. Additionally, in most cases, there are requirements and conditions associated with specific federal grant-streams, which are not conditions of receipt of federal funds generally. See Addendum 5 for specific conditions associated with a specific federal grant-stream.
- State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the governor. They are referenced in the Standard Contract Form itself and in the pages attached to it.

OGR conditions outline the further administrative requirements for each grant award established by the Executive Office of Public Safety and Security (EOPSS) and OGR.

### **Subrecipients of State Grant Funds**

- When receiving a grant award from state funds administered by OGR, subrecipients must comply with **two sets of general grant conditions**: (1) state conditions and (2) OGR conditions as described in the section above.
- State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the Governor. They are referenced in the Standard Contract Form itself and in the pages attached to it.
- OGR conditions outline the further administrative requirements for each grant award established by the EOPSS and OGR. They are included in this document.

### **Federal Conditions**

#### **Section: 2 Basic Federal Grant Conditions**

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

- Audit Requirements of Federal Funds
  - 2 CFR 200 Subpart F Audit Requirements apply to each non-profit organization, 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 \$750,000 in federal funds *from all sources* within 12 months must have an audit performed on the use of the funds. OGR defines the 12 months as July 1 to June 30. The above webpage provides the full text of this basic federal grant requirement:
- Data Universal Number System (DUNS) and System for Award Management (SAM)
  - All subrecipients of federal funds must have a nine-digit DUNS number in order. For more information: 1-866-705-5711 or <http://fedgov.dnb.com/webform>.
  - All subrecipients of federal funds must maintain annual registration in the SAM database: [www.sam.gov/SAM](http://www.sam.gov/SAM)
- Transparency Act Reporting for Federal Funds
  - (The Federal Funding Accountability and Transparency Act (FFATA) requires EOPSS to report on a federal website specific award and subrecipient identifying information for each award greater than \$25,000 OGR makes with federal funds it received after October 1, 2010). Prior to receiving funds, certain affected subrecipients must report certain information to OGR so that EOPSS may fulfill its FFATA reporting requirements. Data reported by EOPSS may be viewed at [www.USASpending.gov](http://www.USASpending.gov).
- Cost Principles for Federal Grants to non-federal entities, including *State and Local Governments, Non-Profit Organizations and Institutions of Higher Education*
  - 2 CFR Part 200 Subpart E – Cost Principles. These regulations list and define general categories of costs that are both allowable and unallowable. Examples are included below.

- 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 prior approval of OGR. Equipment having a useful life of more than one year and 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 4.
  - Travel costs are allowable if pre-approved by OGR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities.
  - If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.
  
- The 2 CFR Part 200 Appendices and links referenced below also apply to State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education (IHEs):
  - [Appendix II to Part 200](#)—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
  - [Appendix III to Part 200](#)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
  - [Appendix IV to Part 200](#)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
  - [Appendix V to Part 200](#)—State/Local Government wide Central Service Cost Allocation Plans
  - [Appendix VII to Part 200](#)—States and Local Government and Indian Tribe Indirect Cost Proposals
  - [Appendix VIII to Part 200](#)—Nonprofit Organizations Exempted From Subpart E—Cost Principles of Part 200
  
- Nondiscrimination Requirements
  - If you receive federal funds, you must comply with and require subcontractors, if any, to comply with all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); 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. §§ 12131-34); the Education Amendments of 1972 (20

U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).

- Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
  - In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and to OGR.
  - In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- Human Subjects Protection (For Research Subrecipients only. See Addendum 2.)

### **Section 3: Additional Federal Department-Specific Grant Conditions**

Each federal department typically imposes additional conditions. If your grant award originates from any of the federal departments below, you should be familiar with the text from each of the applicable links.

#### ***U.S. Department of Justice Funds***

The U.S. Department of Justice (DOJ) offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these requirements.

- DOJ Financial Guide: <https://ojp.gov/about/ocr/eeop.htm>.

Pay particular attention to the sections on (1) matching or cost-sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs requiring prior approval, (6) equipment, and (7) retention and access requirements for records.

- If you receive DOJ grant funds, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review to the Office for Civil Rights, Office of Justice Programs and to OGR an Equal Employment Opportunity Plan (EEOP). DOJ's instructions on complying with the EEOP requirement: [http://www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm)

#### ***U.S. Department of Transportation Funds***

The National Highway Traffic Safety Administration (NHTSA) of the U.S. Department of Transportation offers documents that present requirements for the use of the funds and outline the purpose of each category of grants provided. Programmatic and financial guide documents from NHTSA can be found in the Resources Guide page here:

<https://www.nhtsa.gov/highway-safety-grants-program/resources-guide#13676>

#### ***U.S. Department of Homeland Security Funds***

The U.S. Department of Homeland Security adheres to 2 CFR Part 200 grant requirements. If you receive these funds, you must adhere to these requirements.

The link to the Code of Federal Regulations: [2 CFR Part 200](#)

Additional grant information may be found in the DHS/FEMA Preparedness Grants Manual: [https://www.fema.gov/media-library-data/1555010612902-389f8b3351d06d759b01df2a8a851284/FEMA\\_PreparednessGrantsManual\\_Final\\_508.pdf](https://www.fema.gov/media-library-data/1555010612902-389f8b3351d06d759b01df2a8a851284/FEMA_PreparednessGrantsManual_Final_508.pdf)

Because of the importance of equipment purchases for the program, specific information and guidance on allowable equipment purchases may be found at: <https://www.fema.gov/authorized-equipment-list> .

## **State Conditions**

For cities, towns, other public entities, non-profit organizations receiving state grant funds, the primary state conditions are included in the Contractor Certifications and Legal References document attached as Addendum 3 (which is excerpted from the Instructions for the Standard Contract Form). Please pay attention to the specific certifications, legal references, and links in Addendum 3. The Authorized Signatory's signature on the Standard Contract indicates that all materials have been read and the Signatory is agreeing to comply with all certifications and obligations.

## **Section 4: Office of Grants and Research Conditions**

In addition to the federal and state general grant conditions outlined above, EOPSS and OGR have certain grant conditions that are essential to the administration of grant awards. Whether subrecipients are receiving funds from a federal or state grant, they must adhere to these conditions. Federal and State Conditions must be adhered to by subrecipients of federal grant funds.

**Drug-Free Workplace Certification** The Drug-Free Workplace Act of 1988 (41 USC 702) requires all recipients of federal grants to provide an annual certification that the grant recipient will take certain steps to ensure a drug-free workplace.

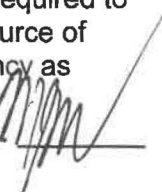
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
  - If a subrecipient needs additional time to complete the scope of work for the grant award, OGR may approve a time-only extension as long as the contract with the revised end date is executed by both the subrecipient and OGR before the end date of the current contract. No time extension will be permitted if the amended contract form is executed after the current contract end date.
  - Requests for time extensions must be made at least 30 days before the end date of the current contract.
- **Per CTR policy**, the Legal Address of the Contractor must be entered as it appears on the Contractor's W-9.
- **Award amounts remaining at the end of the contract/ISA** will be reverted to OGR.
- **Interdepartmental Service Agreement (ISA)** spending must adhere to the dates specified in the ISA, and follow CTR policy on the ISAs.
- **Per CTR policy**, the child department's official start date is the date the funds are loaded into MMARS and available to the child department.
- **Each ISA has a defined accounts payable period.** All payments must be completed and disbursed by the end date of the specified accounts payable period.



- Spending occurring after the specified ISA end date may result in denial of those costs. The “child” department will be responsible for covering those costs with an account other than that funding the ISA.
- **Subrecipients may not ask the Office of the Comptroller to extend an end date of the program code associated with the ISA without prior agreement by OGR. Should this occur, OGR will deny costs against the ISA.** If the costs have already been accepted in MMARS, OGR will ask the “child” department to execute an expenditure correction transaction in MMARS to move those costs to another account belonging to the department.
- **All goods must be received and all services rendered by the end date of the ISA/contract.**
- **An ISA that crosses a state fiscal year (June 30) into the next fiscal year, must observe the Commonwealth’s policies on payment corrections or overpayments.** That is, any mistakes in coding must be corrected with an EX transaction before August 31. All payroll corrections must be made by the date in July specified in the Fiscal Year Close/Open guidance issued each year by the Office of the State Comptroller. Any overpayments must be corrected with an ER transaction before August 31.
- **OGR requires all financial reports to be submitted along with a Warehouse Query (for ISAs only) detailing the expenditures made for that period by the child department.**
- At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Requests for reimbursement** must be received by OGR within 30 days of the end date of the contract. Those received after 30 days may result in non-payment at the option of OGR. Should this occur, OGR will notify the subrecipient of the non-payment for this reason. Reimbursement under a subsequent contract may also be withheld pending resolution of any outstanding 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 because of incomplete documentation, the request and documentation must be resubmitted within the timeframe dictated by OGR.
- **Programmatic and financial reports** must be received in accordance with the requirements of the specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** will be paid at the lesser rate of \$.45 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.
- **Indirect cost rates** will not be reimbursed based on a percentage rate without documentation of the rate having been approved by a federal agency. When a percentage rate has not been approved by a federal agency, a subrecipient may request of OGR allowable direct costs that will be incurred and can be specifically allocated to the project being funded.
- **2 CFR 200.414 Indirect Cost includes provisions:** That a de minimis indirect rate of 10% of modified total direct costs (MTDC). Non-federal entities which have never held a negotiated rate are eligible to elect the de minimis rate of 10% of modified total direct costs (MTDC).
- **Procurement practices** of subrecipient agencies must be followed. The subrecipient should ensure that its procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient agency/organization and a federal guideline, the more restrictive procedure applies.

- **Timesheets** must be maintained by subrecipients for work performed by its employee(s) paid for with grant funds. Timesheets must show the hours worked and paid for with grant funds and must be signed by the employee(s). Comingling of grant funds is strictly prohibited.
- **Submission of Federal OMB Circular 2 CFR 200 Audit Requirements** is required for subrecipients that expend more than \$750,000 in federal funds from all sources during their fiscal year. Subrecipients will submit the form to OGR at the end of the fiscal year after the completion of a single or program-specific audit of their federal funds. Subrecipients must indicate if they were required to have an audit and if so, to identify any findings related to the federal funds awarded by OGR.
- **Site visits and other monitoring** of subrecipients will be conducted by OGR periodically. All records, papers, and other documents of any kind related to the funded activity must be made available promptly upon request for inspection and copying to any person authorized by OGR.
- **Grant-related documents** for federal awards must be retained for a period of six years from the close of the contract. Grant related documents funded with state funding must be retained for three years after the close of the contract.
- **Evaluations** of a subrecipient's funded program by an outside evaluator during or at the conclusion of the project period, should be reported to OGR in writing and a copy of the evaluation should be provided.
- **Reporting alleged fraud, waste, or abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. 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, regulations, appropriate guidelines, or purposes of the grant.
- **Use of funds should begin** within 60 days of the start of the contract, and if they are not, the subrecipient 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 meaningful implementation steps have not begun after 60 days of the grant start date, OGR reserves the right to cancel the contract.
- **Subcontractors** implementing activities with grant funds must adhere to the grant provisions in this document and should be approved by OGR prior to subrecipients executing subcontracts.
- **Instructional materials** created or produced with grant funds will be "work made for hire", as defined in United States copyright law, and EOPSS/OGR shall be considered the author. EOPSS/OGR shall be the sole owner of all rights pertaining to these materials, including copyrights and all rights to use, reproduce, or publish the materials, and subrecipients may not use, reproduce, or distribute such materials without prior written the approval of OGR. If a project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS/OGR 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. If paid with federal funds, the grant number must appear on the materials. Any materials produced as a result of a grant award from this agency should name the grant program, award number, and state "Funding provided by EOPSS Office of Grants and Research". Please contact your OGR point of contact if you need assistance with this disclosure.
- **Audiovisual or written materials** developed as part of the grant may be required to incorporate specific language or disclaimers (e.g., regarding the federal source of funding) and in some instances pre-approval from the federal funding agency as instructed by the OGR grant manager.

Initials





**OVERTIME POLICY  
FOR SUBRECIPIENTS RECEIVING FEDERAL FUNDS**

This policy applies to all subrecipients and contractors that receive a Federal grant award from the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) and are requesting to use grant funds for overtime costs.

**Overtime** hours being charged against a federal grant award provided by OGR may only seek reimbursement for **actual hours worked** regardless of department policy or union contract rules. For example, an officer working one hour of overtime on a federally funded project awarded by OGR is **prohibited** from **charging the grant award for 4 hours of overtime** due to a union contract. A department that must allow for this, will need to cover the remaining 3 hours of overtime from their own state or local budget. **Departments found violating this policy will be subject to immediate termination of a grant award and must return all misspent funds back to OGR.**

**Definitions**

For this policy, the definitions for the key terms referenced within are listed below:

- **Overtime-** Expenses limited to the additional costs that result from state and local first responders such as sworn law enforcement personnel working over and above their weekly full-time/part-time schedule as a direct result of their performance of approved activities related to the project receiving federal funding.
- **Backfill Related Overtime-** Expenses limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to an approved grant activity outside of their core responsibilities.
- **Subrecipient-** An entity receiving a grant award from OGR.
- **First Responder-** State or local law enforcement, fire services, emergency medical services, emergency management, health care, hazardous materials, public safety communications, public health, public works, and government administrative type employees. **Note, each federal award has different criteria as to the type of individual allowed to be reimbursed for overtime costs. Please reference your specific grant application or OGR point of contact to determine qualifying personnel for overtime.**

State and local first responders that are eligible through their department for backfill and/or overtime (and preapproved by OGR) may be reimbursed for backfill and/or overtime **related to grant-funded activities ONLY.**

**By signing below, I am acknowledging that I have read and understand the federal rules associated with the use of grant funding for Overtime Costs.**

  
\_\_\_\_\_  
Signature of Authorized Signatory

10/5/2020  
\_\_\_\_\_  
Date

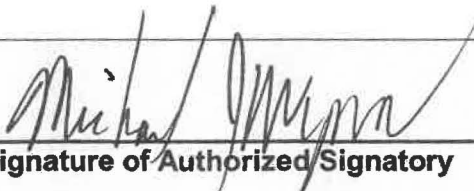
Michael J Wynne  
\_\_\_\_\_  
Printed Name

Chief of Police  
\_\_\_\_\_  
Title

**Addendum 1: 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 a 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 (M.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 Department of Criminal Justice Information Services 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 (M.G.L. c. 263, § 1A; G.L. c. 94C, § 45).
- **Administration of Narcan/Naloxone.** Law enforcement agencies may be required to submit case-specific information on officer-administration of Narcan/Naloxone using a reporting tool to be determined by EOPSS/OGR.
- N/A

 Signature of Authorized Signatory	10   05   2020 Date
Michael J. Wynne Printed Name	Chief of Police Title

**Addendum 2: For Research Grants Only**

**Human Subjects Protection**

Research subrecipients must check one of the statements below.

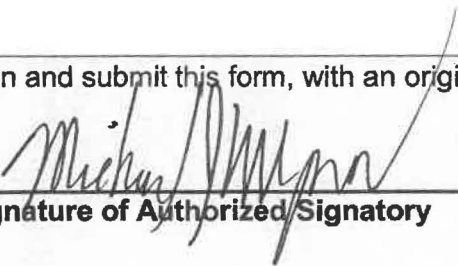
- a. The research activities covered under this Contract/ISA do not involve human subjects.
- b. The research activities covered under this Contract/ISA do involve human subjects.
- c. N/A

If the research activities involve human subjects (option b), then the subrecipient agrees to certify compliance with 28 C.F.R. Part 46 regulations by completing, "Protection of Human Subjects, IRB Certification, Declaration of Exemption (Common Rule)." This form is available at the National Institute of Justice webpage at <http://www.ojp.usdoj.gov/nij/funding/humansubjects/human-subjects.htm>

The regulation for The Protection of Human Subjects 28 C.F.R Part 46 section 46.101(b) (1-6) defines categories of research involving human subjects that are exempt from its provisions. Details on exemptions can be found at the same National Institute of Justice webpage listed above.

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Sign and submit this form, with an original signature (only if your award is funding research).

  
\_\_\_\_\_  
**Signature of Authorized Signatory**

10/5/2020  
\_\_\_\_\_  
**Date**

Michael J. Wynn  
\_\_\_\_\_  
**Printed Name**

Chief of Police  
\_\_\_\_\_  
**Title**

## Addendum 3: Excerpts from Commonwealth's Standard Contract

### CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

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

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

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29F; M.G.L. c. 30, § 39R; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

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

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

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

intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

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

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

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

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

**Protection of Commonwealth Data, Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to



determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

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

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to M.G.L. c. 7, § 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; M.G.L. c. 149 (Labor and Industries); M.G.L. c. 150A (Labor Relations); M.G.L. c. 151 and 454 CMR 27.00 (Minimum Wage); M.G.L. c. 151A (Employment and Training); M. G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); M.G.L. c. 152 (Workers' Compensation); M.G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 , the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

**Federal And State Laws And Regulations Prohibiting Discrimination.** Contractors certify compliance with applicable state and federal anti- discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 USC § 794; 29 USC § 701; 29 USC § 623; the 42 USC c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272 §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

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

**Limitation of Liability.** Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

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

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



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

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

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#### EXECUTIVE ORDERS

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

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils,

bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

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

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law, including

M.G.L. c. 268A, § 5(f) and this order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

**Executive Orders 523, 526 and 565.** Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order

565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

## Addendum 4: Federal Guidelines on Equipment

Below are the guidelines on equipment found in the Federal Uniform Administrative Requirements for Grants document. As the name implies, these guidelines apply to all federal grant programs. 2 CFR 200.313 Equipment is now codified by each of the OGR federal granting agencies within various sections of the Code of Federal Regulations. The sections on equipment are as follows:

(a) **Title.** Subject to the obligations and conditions set forth in this section, title to equipment acquired under Federal award will vest upon acquisition in the non-Federal entity, unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, and the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project until funding of the project ceases, or until the property is no longer needed for the purposes of the project.
- (2) Non-encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) **State** must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) **Use.**

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment issued on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in § 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to

provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

**(d) Management requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:


- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

**(e) Disposition.** When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- (2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must

be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition action, the Federal awarding agency may direct the non-Federal entity to take disposition action.

Initials 

## Addendum 5: Federal Grant-Stream-Specific Conditions

- Special conditions inserted below.
- N/A.

### **NHTSA required Certifications and Assurances for Highway Safety Grant (23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended) recipients, subrecipients, contractors and subcontractors**

#### **Nondiscrimination**

**All subrecipients, contractors and subcontractors funded by NHTSA grants agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:**

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the

operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

All subrecipients, contractors and subcontractors funded by NHTSA grants-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:



"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and **sub agreement** and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)**

**All subrecipients, contractors and subcontractors funded by NHTSA grants agree to provide a drug-free workplace by:**

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs;
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;

5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **Political Activity (Hatch Act)**

All subrecipients, contractors and subcontractors funded by NHTSA grants agree to comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **Certification Regarding Federal Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Restriction on State Lobbying**

**All subrecipients, contractors and subcontractors funded by NHTSA grants agree that none of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.**

### **Certification Regarding Debarment and Suspension**

#### **Instructions for Primary Tier Participant Certification (States)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available

to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

**4.** The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**5.** The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

**6.** The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**7.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

**8.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

**9.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**10.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation

in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Tier Covered Transactions

**(1)** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**(a)** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**(b)** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**(c)** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**(d)** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**(2)** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

**2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*,



*participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.



2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### **Policy on Seat Belt Use**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

### **Policy on Banning Text Messaging While Driving**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness,

and other outreach to employees about the safety risks associated with texting while driving.

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

The National Highway Traffic Safety Administration (NHTSA) has compiled a comprehensive web site library of resource documents related to Federal Regulations for all current and legacy grant programs. Subrecipients must comply with the requirements of the programs that are applicable to their awards. The documents can be accessed here: <https://one.nhtsa.gov/About-NHTSA/Highway-Safety-Grant-Programs/Resources-Guide>

At a minimum, subrecipients must comply with all applicable provisions of:

- Title 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Title 23 CFR Part 1300- Uniform Procedures for State Highway Safety Grant Programs; Final Rule
- Title 23 Chapter II Subchapter A Part 1200

Listed below are some select topics that subrecipients should be particularly aware of.

### **Equipment**

In addition to the federal requirements described in this document that pertain to the procurement, management and disposition of equipment, state agencies must follow state laws and regulations if they are more restrictive.

Items no longer needed or used by Executive Departments are reported to the State Surplus Property Office. Surplus Property becomes available for transfer to executive departments, municipalities, or licensed non-profits. Items not transferred are sold to the general public via auction. The State Surplus Property Program is managed by the Operational Services Division's State Surplus Property Office. The purpose of the Program is to insure that the Commonwealth realizes the maximum benefit from State-owned surplus property by regulating how such property is transferred to Executive Departments, municipalities, licensed non-profit organizations, and the general public.  
<https://www.mass.gov/surplus-property-program>

### **Travel Approval**

For any travel that was not previously approved within the scope of work for the grant award, subrecipients must obtain prior written approval from the Highway Safety Division for:

1. Out-of-state travel expenses and;
2. Overnight in-state lodging, meals, and related expenses.

Travel approval requests must be submitted to EOPSS at least thirty (30) days prior to the departure date.

Requests to EOPSS must be from an authorized official for the subrecipient, on its letterhead, and include:

Proposed travel date(s) and destination

- Anticipated travel cost

- Name of grant program
- Name(s) of individual(s) traveling
- Brief explanation of why travel is necessary
- Supporting documents (e.g., conference brochure, agenda or website link)

A separate request must be submitted for each proposed trip, but multiple travelers going together to one destination can be included on one request.

#### **Auto-related In-State Travel**

- Auto-related in-state travel expenses incurred by subrecipients do **not** need prior EOPSS approval. Mileage reimbursement is **\$0.45 per mile as of May 22, 2011**. Mileage reimbursement is for personal vehicles only. No mileage reimbursement will be made related to the use of state/municipal or other organization-owned vehicles.
- Reasonable rental car expenses are allowable.
- Mileage expenses must be based from either the traveler's home or permanently assigned office to a meeting place, whichever is nearer the destination, and back to the starting point if applicable. It is the Massachusetts Executive Office for Administration and Finance requirement to calculate mileage using the shorter distance of the home or office to the temporary work location as detailed here: <http://www.mass.gov/anf/employment-equal-access-disability/employee-benefits-and-comp/mileage-rates>
- For each trip, the starting point, destination(s), and end point must be reported within the reimbursement request. If additional destinations occur during the trip, separately identify the locations visited and the total mileage travelled.
- Trip totals must be supported with either actual odometer start/end readings or computed from a recognized mileage chart or online mapping site. The reimbursement request should include a copy of the chart or site used or the start/end odometer readings.
- Taxi, shuttle or public transportation expenses within a reimbursement request must be supported with a clear photo-copy of a dated receipt that includes the start and end trip points (if possible), the total fare, and the issuing organization. Tips for taxis and shuttles are reimbursable if reasonable and clearly documented with an itemized, dated receipt.
- Tolls and reasonable parking expenses within a reimbursement request must be supported with a clear photo-copy of a dated receipt that shows a total charge and the issuing organization. Toll expenses are reimbursable to the driver of a municipal vehicle if a signed statement on municipal letterhead is included with the reimbursement request to indicate the toll expense was paid by the driver and not by his/her municipal employer.

#### **Overnight In-State Travel**

Reimbursement is allowable for overnight in-state travel expenses (i.e., lodging, meals, and related costs) that involve 180 miles or more of round-trip travel from either the traveler's home or permanently assigned office, whichever is nearer to the destination. EOPSS may waive this requirement in the case of an unusual early start or late end time or if the activity is held on multiple consecutive days. These waiver requests must be submitted to EOPSS at least thirty (30) days prior to the departure date. Pre-approval of overnight in-state travel expenses is always subject to EOPSS discretion, which depends upon the circumstances of the request.

#### **Lodging & Meals Expenses**

Meal expenses/per diems must be allowable and may not exceed the approved travel expenses policy of the traveler's employer (i.e., municipal collective bargaining agreement) or the state travel expenses policy summarized below, **whichever is the more restrictive**. This use of the more restrictive reimbursement rate is required by 2 CFR Part 200 (the Super Circular), Section 200.474. Other key points:

- Reimbursement for meal expenses will only be made in conjunction with travel that requires the traveler to be away from home for more than 24 hours.

- Meal expenses for travel of more than 24 hours are reimbursable at up to \$30.00 for each whole day of travel. A whole day shall be a 24-hour period commencing at midnight.
- For travel for partial days, individual meal allowances are breakfast up to \$6.00, lunch up to \$8.00, dinner up to \$16.00.
- The rates above shall apply only when meals are not included in the rate charged for lodging or otherwise included in registration or conference fees.
- The duration of travel shall begin from the employee's departure from his/her home or work location directly to the destination of the travel assignment, and shall conclude with the employee's arrival at his/her home or work location directly from such travel assignment

Lodging expenses must not exceed the applicable federal rates for the location visited. The Government Services Administration (GSA) website ([www.gsa.gov](http://www.gsa.gov)) lists current and past lodging rates by city, county, and state and time of year. If obtaining a GSA lodging rate is ultimately not possible, the traveler is responsible for providing an explanation of the following: the amount of the overage (GSA rate vs. obtainable rate), a statement explaining what efforts were made to book lodging at a GSA rate hotel, and why these efforts were unsuccessful. This explanation will need to be submitted by e-mail to EOPSS and approved **before** any reservation is made. The approval e-mail must be included with the associated reimbursement request sent to EOPSS.

Lodging and meal reimbursement requests must be based upon submitted receipts that are adequately detailed and readable to ensure expenses are applicable and allowable.

Lodging and meals tax are allowable. Meals related tips and lodging related tips are allowable so long as they are reasonable and clearly documented on an itemized, dated receipt.


**Transportation Expenses**

The means of transportation which is the least expensive and which is in the interest of economy, with proper consideration to the circumstances, should always be used. Mass transit is preferable to taxis or privately-owned automobiles. Airline baggage handling and re-schedule fees are allowable expenses.

**Unallowable Travel Costs and Other Restrictions**

No reimbursements will be made for car washes, entertainment, and alcoholic beverages. Receipts that combine travel-related expenses under a single total with no itemization of the expenses involved will not be accepted.

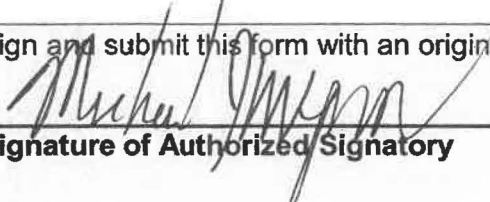
If you have any questions regarding this guidance, please contact your Program Coordinator.

	<u>10/5/2020</u>
<b>Signature of Authorized Signatory</b>	<b>Date</b>
<u>Michael J. Wynn</u>	<u>Chief of Police</u>
<b>Printed Name</b>	<b>Title</b>

## ACKNOWLEDGMENT

- 1) Please read and sign all pages where indicated
- 2) Please remember to read and initial all pages where indicated.

*As a duly authorized representative of the subrecipient, I have reviewed all the Grant Conditions and agree to comply with all applicable state rules and federal regulations as indicated above.*

Sign and submit this form with an original signature	
 _____ <b>Signature of Authorized Signatory</b>	10/5/2020 _____ <b>Date</b>
Michael J. Wynn _____ <b>Printed Name</b>	Chief of Police _____ <b>Title</b>

# Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

In order to comply with the Federal Funding Accountability and Transparency Act (FFATA) EOPSS must report award information for all recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Please complete Section 1 (Award information); Section 2 (Compensation); if applicable, Table 1 (Names/Salary) and Section 3 (Certification).

### Section 1 Award Information

<b>Agency Name</b>	Pittsfield Police Department
<b>City</b>	Pittsfield
<b>Zip + 4 (required)</b>	01201-6226
<b>*Is this address a confidential location?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Nine-digit DUNS Number 781697727</b>	

### Section 2 Compensation

In certain instances FFATA requires information be collected pertaining to executive compensation. The names and salaries of the five highest paid executives must be provided if the answer is yes to each of these three criteria:


- More than 80% of organization annual gross revenues are federal funds.  
Yes  No  If yes, proceed to question 2. If no, stop, proceed to Section 3.
- Federal fund revenue exceeds twenty five million dollars.  
Yes  No  If yes, proceed to question 3. If no, stop, proceed to Section 3.
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (if other please indicate: \_\_\_\_\_)  
Yes  No  If yes complete Table 1. If no, stop, proceed to Section 3.

**Table 1. Names and salary of your organization's top five executives (by salary)**

	First and Last Name	Title	Annual Salary
1			
2			
3			
4			
5			

### Section 3 Certification

I certify that the above information is true and accurate.

  
Authorized official signature

10/5/2020  
Date

MICHAEL J. WYNN  
Authorized official printed name

Chief of Police  
Title

\*If you are operating a confidential program with grant funds please ensure the address on file with the Commonwealth is a PO Box.



**Executive Office of Public Safety and Security  
Office of Grants and Research  
Federal OMB Circular Fiscal Year 2018 A-133 Reporting Form**

**Name of Organization:** City of Pittsfield Police Department

**Address:** 39 Allen Street

**Was your local government or not for profit organization required to have an audit of Federal Funds performed for Fiscal Year 2018? (Spending of more than \$750,000 in Federal Funds from all sources) If yes, please fill in the rest of this form. If no, please sign it and return.**

Yes

No

**Does your local government or not for profit organization have any findings or questioned costs related to grants administered by the Executive Office of Public Safety and Security in your FY 2018 Audit?**

Yes

No

**If yes is checked above, please fill in the summary section Excel work sheet attached, listing the number of the finding in the A-133 Audit, the title of the finding, the initial date of the finding and the status of the corrective action taken to eliminate the finding and if questioned costs were identified.**

**If you have not fully implemented a corrective action plan, you may receive a letter from our office requesting a new date for the implementation of your corrective action plan. Failure to implement corrective action plans could result in a loss of funds administered by the Office of Grants and Research in the Executive Office of Public Safety and Security.**

**I verify that the information presented in this form is accurate and to the best of my knowledge.**

Michael J. Wynne      10/8/2020  
Signature                                      Date

Chief of Police  
Title

Michael J. Wynne  
Printed Name

mwynne@cityofpittsfield.org  
E-Mail Address

**Executive Office of Public Safety and Security  
Office of Grants and Research  
RISK ASSESSMENT**

**SECTION A: PURPOSE**

The programmatic and fiscal responsibility of grantees must be such that the grantee can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting and program management systems should meet the following criteria.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation that support the entry and can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal programmatic controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.
- (5) Certify that grantee and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency

**SECTION B: ACCOUNTING SYSTEM**

1. Which of the following best describes the accounting system:     Manual     Automated     Combination
2. Does the accounting system identify the receipt and expenditure of program funds separately for each grant/contract?     Yes     No
3. Does the accounting system provide for the recording of expenditures for each grant/contract by the budget cost categories shown in the approved budget?     Yes     No
4. Are time distribution records maintained for an employee when his/her effort can be identified to a particular cost objective?     Yes     No
5. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:
  - a. Total funds available for a grant?     Yes     No
  - b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?     Yes     No
6. If Federal grant funds are commingled with organization funds, can the Federal funds and related Costs are readily identified?     Yes     No

**SECTION C: PROGRAM MANAGEMENT**

1. Is the organization new to managing federal grant funds or has the organization had recent staff turnover that significantly reduces its institutional capacity to effectively manage federal funds?     Yes     No  
If yes, please explain: (attach a separate sheet if necessary)
2. If the organization has recently (past 5 years) or currently receives federal grant funding, has the organization been out-of-compliance with reporting or other requirements? If yes, please explain:     Yes     No

**SECTION D: For Internal Use Only**

1. Does the organization/entity receiving this award have an acceptable track record of managing funds provided by FOPSS? Briefly explain.     Yes     No
2. Is the proposed program very complex, is the award above \$1million, and/or is the proposed grant-funded activity such that additional risk can be presumed? If yes, please explain.     Yes     No
3. Is the organization or any of its principals presently debarred, suspended, or voluntarily excluded from covered transactions by any Federal, State or local department or agency for non-responsible behavior (i.e. fraud, embezzlement, tax evasion, violation of antitrust statutes)? If yes, please explain.     Yes     No

SECTION E: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

1. Signature

*Michael J. Wynn*

b. Organization Name, Address, and Telephone Number

City of Pittsfield / Police Department  
39 Allen Street Pittsfield, MA 01201  
TEL # : 413 - 448 - 9717

a. Title

Chief of Police

## **12.0 - DEPARTMENTAL PROPERTY AND EQUIPMENT**

Property, equipment and uniforms issued to employees shall remain the property of the Department. Employees shall maintain Departmental property, uniforms and equipment assigned to them in good condition. Damaged or lost items may subject the responsible individual to reimbursement charges and/or appropriate disciplinary action.

In the event that Department property is found bearing evidence of damage which has not been previously reported, it will be considered prima facie evidence that the last person using the property or vehicle is responsible for said damage until the employee comes forward and proves by a preponderance of the evidence that he or she was not responsible.

### **RULE 12.1 - DAMAGED OR DEFECTIVE EQUIPMENT**

Employees shall immediately report to their superior officer any damaged, defective, inoperative or hazardous property or equipment. The superior officer involved shall submit a report to the Chief of Police, detailing the circumstances leading up to the lost, damaged, defective, inoperative or hazardous equipment and cause to have submitted a report by the employee assigned or in control of said property when said damage occurred.

### **RULE 12.2 - CARE OF DEPARTMENT BUILDINGS**

Employees shall not mar, mark or deface any surface in any Department building or motor vehicle. No material of any type shall be affixed in any way to any wall or other place or location in Departmental buildings or property without specific authorization from the Chief of Police. This shall not apply to the posting of authorized notices on a union bulletin board.

### **RULE 12.3 - AUTHORIZED EQUIPMENT**

Officers shall carry, while on duty, only such equipment as is authorized by the Chief of Police or issued by the Department.

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## Rules and Regulations

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the presence of unauthorized articles. Responsibility for cleanliness of the vehicle shall be the responsibility of the officer(s) assigned said vehicle.

### **RULE 12.7 - REQUIRED LICENSES**

Officers must have and maintain a current Massachusetts Driver's License and a License to Carry Firearms.

### **RULE 12.8 - UPKEEP OF POLICE MANUALS**

Employees who are issued this Manual and the Department's Policies and Procedures Manual are responsible for their maintenance and knowledge of their contents and they are required to make appropriate changes or inserts as issued by the Chief of Police. The Manuals shall be readily available for inspection and review when so directed. The Manuals shall be considered Department property and shall be surrendered upon separation from service with the Department.

### **RULE 12.9 - TRANSPORTING CITIZENS**

Only authorized police personnel or employees may drive or be transported in Departmental vehicles. Citizens shall be transported in Department vehicles only when necessary to accomplish a proper police purpose. Such transportation shall be in conformance with Department policy and procedure or at the direction of the Chief of Police or a Commanding Officer.

**NOTE:** Department personnel who are issued, or authorized a take-home vehicle and who are authorized by the Chief of Police to utilize the take-home vehicle while conducting personal business are exempted from this section.

### **RULE 12.10 - CARE OF DEPARTMENT PROPERTY**

Employees shall make every effort to conserve the physical resources of the Department. Employees shall use Department equipment only for its intended purpose, in accordance with established procedures. They shall maintain all issued equipment in proper order and condition. Culpable negligence in the use and care of Department property, as well as its abuse, misuse, willful or negligent loss or destruction, is not only cause for Department discipline, but may also require restitution. Intentionally or negligently abusing, defacing, misusing, damaging or losing Police Department property is prohibited.

ARTICLE XX

OVERTIME

If a police officer of the Police Department shall be required to be on duty for any period in excess of his regular hours of duty as from time to time established, he may be given, at the discretion of the Chief, time off equal to one and one-half (1 1/2) times the overtime duty performed or, he may be paid for such period of overtime duty at such an hourly rate as may be determined by the Mayor, which rate shall in no event be less than one and one-half (1 1/2) of the basic hourly rate of his regular compensation for his average weekly hours of regular duty. Compensatory time shall not accumulate beyond 24 hours, and must be taken in a minimum of one-hour blocks.

Compensatory time granted may not be rescinded except in emergency conditions declared by the Chief of Police or his designee.

Compensatory Time may be converted to wages by the employee upon reasonable notice to the Administrative Sergeant. Said conversion shall be limited to 24 hours per 6 month period of active duty.

Administrative Time shall not be subject to conversion into wages, except in the event of retirement or death. Administrative Time is defined as the number of days worked by administrative officers who work a 5 day work week, which exceed the number of days ordinarily worked by officers on a "4 and 2" work week. The current understanding of the parties of this concept results in 17 days per year being accrued by administrative officers, which may be taken as Administrative Time.





# THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201  
(413) 499-9321 • ltyer@cityofpittsfield.org

**Linda M. Tyer**  
**Mayor**

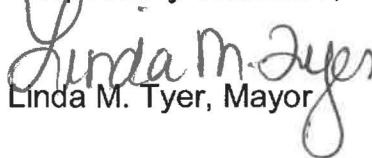
December 2, 2020

To the Honorable Members of the City Council  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to accept a grant of funds in the amount of \$2,000 from the Massachusetts Interlocal Insurance Association (MIIA) to assist in the purchase of a thermal imaging camera for use by the Wastewater Division.

Respectfully submitted,

  
Linda M. Tyer, Mayor

LMT/CVB  
Enclosure



## CITY OF PITTSFIELD

OFFICE OF DIRECTOR OF FINANCE AND ADMINISTRATION, CITY HALL, 70 ALLEN STREET, PITTSFIELD, MA 01201 (413) 499-9466

November 30, 2020

Honorable Linda M. Tyer, Mayor  
City Of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

Dear Mayor Tyer:

Submitted for your consideration, is an authorization requesting the City of Pittsfield to accept a grant of funds from the Massachusetts Interlocal Insurance Association. The grant is to assist in the purchase of the thermal imaging camera for use by the Wastewater Division.

Respectfully Submitted,



Matthew M. Kerwood  
Finance Director

cc: Allison Crespo, City Accountant  
Ricardo Morales, Commissioner, DPS

# City of Pittsfield

M A S S A C H U S E T T S

No. \_\_\_\_\_

IN CITY COUNCIL

## AN ORDER

AUTHORIZING THE CITY OF PITTSFIELD TO ACCEPT A GRANT OF FUNDS FROM  
THE MASSACHUSETTS INTERLOCAL INSURANCE ASSOCIATION TO THE CITY OF  
PITTSFIELD

### Ordered:

That the City of Pittsfield, by and through its Mayor and City Council, is hereby authorized to accept a grant of funds in the amount of Two Thousand Dollars (\$2,000.00) from the Massachusetts Interlocal Insurance Association and that said funds may be expended pursuant to Massachusetts General Laws, Chapter 44, Section 53A.

## **Kerwood, Matthew**

---

**From:** Nodira Sidikova <nsidikova@mma.org>  
**Sent:** Monday, November 23, 2020 4:15 PM  
**To:** Morales, Ricardo  
**Cc:** Hunter-Mullett, Colleen; Taylor, Michael; Kerwood, Matthew; evillareal@mma.org; mgarrold@mma.org; lchabra@mma.org; evillareal@mma.org  
**Subject:** FY21 Risk Management Grant  
**Attachments:** Grant Statement Pittsfield.pdf

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Member,

Re: FY21 Risk Management Grant

Congratulations on your MIIA grant award. We are confident that your grant award will assist in your community's proactive risk management efforts.

The FY 21 grant criteria focused on Property as well as COVID related items to assist members with the challenges faced in this difficult time. Thank you for consulting with your Risk Managers to assure that your grant submissions met the Program's guidelines and the needs of your municipality. We did our best to satisfy all of your requests, however working within our 1 million dollar grant budget, with over 1.4 million dollars in member requests, not all requests could be fully funded.

Attached to this award letter, is a grant status report detailing the grant(s) submitted by your municipality and for those approved, the funding that has been provided.

By submitting your grant invoice as soon as possible, you will provide the maximum benefit to your employees, municipal operations and your community. We prefer that you submit vendor invoices for payment instead of requests for reimbursement if at all possible. We have implemented a new invoicing system that will enable us to turn invoices around more quickly. Please note that projects, services, and purchases must be completed and invoices submitted to [miiagrantinvoices@mma.org](mailto:miiagrantinvoices@mma.org) by May 14, 2021.

Regarding your FY 21 MIIA grant award for the thermal imaging camera, we have worked with Monroe Infrared to provide MIIA members with special pricing on FLIR thermal imaging cameras. This favorable pricing will only be available for a short period of time, so MIIA will purchase the cameras and have them delivered to the person and location of your choice.



# MIIA Grant Statement

## City of Pittsfield

11/23/2020  
4:14:51 PM

**Grand Total:**                      **\$3,000**                      **\$2,000**

Grant ID	Department	Category	Purpose	Status	Requested	Awarded
RM180	Public Works	Thermographic Cameras for Facilities Use	FLIR E8-XT	Yes	\$3,000	\$2,000



# THE CITY OF PITTSFIELD

OFFICE OF THE MAYOR

70 Allen Street, Pittsfield, MA 01201  
(413) 499-9321 • ltyer@cityofpittsfield.org

**Linda M. Tyer**  
**Mayor**

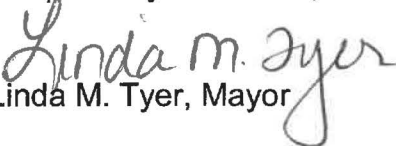
December 2, 2020

To the Honorable Members of the City Council  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

Dear Councilors,

Submitted herewith for your consideration is an Order to pay a previous year expense in the amount of \$69,619.01 from the FY2021 Unclassified Budget to pay the invoices related to unemployment claims.

Respectfully submitted,

  
Linda M. Tyer, Mayor

LMT/CVB  
Enclosure





DEPARTMENT OF HUMAN RESOURCES  
CITY HALL, SUITE 107  
70 ALLEN STREET  
PITTSFIELD, MA 01201  
PHONE: 413-499-9340 EMAIL: [HR@cityofpittsfield.org](mailto:HR@cityofpittsfield.org)



November 30, 2020

TO: Mayor Linda Tyer

FROM: Michael Taylor, Director of Human Resources

RE: April & May 2020 Unemployment Billing

Dear Mayor:

As you are aware, Massachusetts is dealing with an unprecedented amount of fraudulent unemployment claims, which began back in March 2020. This caused a severe delay in billing employers for the benefit charges as they needed to sort through what was fraudulent and what were legitimate claims. Many of our employees have been affected by these fraudulent claims.

As a result, we were not sent invoices until late August for April and May's unemployment activity. It was then our responsibility to audit those charges for fraudulent claims and protest those charges with the agency.

We were finally able to sort out these claims to the extent that they are now payable. The department of unemployment assistance provided us a due date of December 16, 2020 to pay these charges. Future payments to unemployment will be paid from the current FY21 budget.

Please let me know if you have any questions on this matter.

Thank you,

  
Michael Taylor

# City of Pittsfield

M A S S A C H U S E T T S

IN CITY COUNCIL

**AN ORDER**

No. \_\_\_\_\_

AUTHORIZING THE CITY OF PITTSFIELD TO PAY A PREVIOUS YEAR EXPENSE IN THE AMOUNT OF \$69,619.01 FROM THE FISCAL YEAR 2021 UNCLASSIFIED BUDGET.

**Ordered:**

That the City of Pittsfield be, and hereby is, authorized to pay a previous year expense in the amount of:

Commonwealth of Massachusetts	\$69,619.01	01502-51710
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Said payment is made in accordance with Massachusetts General Law, Chapter 44 Section 64.

## **Kerwood, Matthew**

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**From:** Crespo, Allison  
**Sent:** Monday, November 30, 2020 2:11 PM  
**To:** Kerwood, Matthew  
**Subject:** PO# 202787 (Unemployment)

Matt,

PO# 202787 was heldover for \$41,534.33. Of that we had 2 payments totaling \$12,737.70 which leaves a balance of \$28,796.63. With the April bill of \$31,927.80 and the May bill of \$66,487.84, you will need an additional \$69,619.01.

Please let me know if there is anything else I can do to help.

Thanks,

Allie

Accounting  
Ext 425



253505304

Employer Account Number 78305950

Summary of May 2020 Activity

Previous Balance:	\$44,440.12
Current Interest Due:	\$0.00
Payments Received:	\$0.00
Total Current Charges:	\$66,487.84
Total Credits:	(\$0.00)
Amount Due:	\$110,927.96

**How to Use This Form:**

This bill notifies you of the amount to be paid and provides a detail of charges to your account. The Total Current Charges field only contains charge data for May 2020. To view the specific breakdown of amounts due and make electronic payment, log in to your account online at <https://www.mass.gov/uima>. Payment due date is shown on the first page of this notice.

**Make check payable to:**

Department of Unemployment Assistance

**Mail check and voucher to:**

Department of Unemployment Assistance  
PO Box 419815  
Boston, MA 02241-9815

**How to Protest Benefit Charges**

Due to COVID-19 all employers must submit their benefit charge protests through their UI Online account. Please log on to your UI Online account select **Benefit Charge Activity** and select **Benefit Charge Protests** to request a review. While completing the protest online please make sure you have the claimant's complete name and complete SSN. Please follow the instructions below to submit a protest via UI Online:

1. Leave the Document ID and Statement Mail Date fields blank.
2. Complete all fields with a red asterisk.
3. The last day worked must match the last day worked on the claim. If you do not know the date please submit a request via email to [EmployerCharge@detma.org](mailto:EmployerCharge@detma.org) and enter LAST DAY WORKED INQUIRY in the subject line.
4. Enter the reason for protest.

Please email [EmployerCharge@detma.org](mailto:EmployerCharge@detma.org) with any questions or concerns related to benefit charges or submitting protests.

Please email [UIEmployerReports@detma.org](mailto:UIEmployerReports@detma.org) for questions related to the bill itself.

If you don't have access to your UI Online account please fill out a UI Online System Administrator Form that can be found at <https://www.mass.gov/dua/userdesignationform> and email the completed form to [UIEmployerHelp@detma.org](mailto:UIEmployerHelp@detma.org).



252096302

Employer Account Number 78305950

Summary of April 2020 Activity

Previous Balance:	\$12,512.32
Current Interest Due:	\$0.00
Payments Received:	\$0.00
Total Current Charges:	\$31,927.80
Total Credits:	(\$0.00)
Amount Due:	\$44,440.12

**How to Use This Form:**

This bill notifies you of the amount to be paid and provides a detail of charges to your account. The Total Current Charges field only contains charge data for April 2020. To view the specific breakdown of amounts due and make electronic payment, log in to your account online at <https://www.mass.gov/uima>. Payment due date is shown on the first page of this notice.

**Make check payable to:**

Department of Unemployment Assistance

**Mail check and voucher to:**

Department of Unemployment Assistance  
PO Box 419815  
Boston, MA 02241-9815

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Please email [UIEmployerReports@detma.org](mailto:UIEmployerReports@detma.org) for questions related to the bill itself.

If you don't have access to your UI Online account please fill out a UI Online System Administrator Form that can be found at <https://www.mass.gov/dua/userdesignationform> and email the completed form to [UIEmployerHelp@detma.org](mailto:UIEmployerHelp@detma.org).

**CITY OF PITTSFIELD**

COMMUNITY DEVELOPMENT BOARD, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

December 2, 2020

To the Honorable Members  
Of the City Council  
Of the City of Pittsfield

Re: Cell Tower Setbacks/Abutter Notification Zoning Amendment Petition

Dear Councilors:

The Community Development Board held its required public hearing over the course of its meetings on November 5 and December 1, 2020, related to the City Council's zoning amendment petition related to setbacks to residences of 1,600 feet and increased abutter notification to 1,600 feet for cell tower projects. Over two hearing dates the Board heard from concerned residents, speakers invited to participate by the proponents of the petition, and the City's consultant (Cityscape Consultants, Inc.). After deliberation on this matter, the Board voted 4-0 to recommend the City Council reject the petition in its current form.

In relation to the proposed 1,600 foot setback to residences, the Board understood the concerns of residents that led to the submission of the petition. However, the Board was concerned with the limitations to the siting of future facilities as well as whether the proposal would withstand legal challenges. The Board would be interested in the creation of a Wireless Facilities Master Plan, which would analyze existing facilities and the need for the siting of additional facilities in the City, which would in turn allow for additional justifiable regulation beyond the City's existing zoning ordinance. In order for this to happen, the Board supports a future allocation of funding by the Mayor and approval by the City Council to allow for such a project.

Based on review from staff and the City Solicitor's Office, the Board concluded that increased abutter notification needs to be addressed more comprehensively, versus creating an increased notification range for an individual use category. After review of the potential costs based on an increased abutter notification range and the requirement of certified mail, the Board remained concerned over the impacts across the board to all required special permits. The Board is in favor of enhanced notification, and offers to develop a new petition that comprehensively addresses abutter notification in the near term if the City Council chooses to file or reject this current petition.

Enclosed please find two communications from the City's consultant as well as a staff memorandum that was prepared in relation to this amendment.

Sincerely,



Sheila B. Irvin  
Chair

SI/ch



**City of Pittsfield**  
**Telecommunications Ordinance**  
**Amendment Review**

**CityScape**  
CONSULTANTS, INC.  
2423 S. Orange Avenue, #317  
Orlando, FL 32806  
Tel: 877.438.2851 Fax: 877.220.4593

October 23, 2020

Mr. C.J. Hoss, AICP  
City Planner  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

**RE: Proposed Text Amendments to City of Pittsfield Zoning Code Chapter 23, Section 4.3**

Dear Mr. Hoss,

At your request, on behalf of the City of Pittsfield, Massachusetts (the "City"), CityScape Consultants, Inc. ("CityScape"), in its capacity as wireless communications consultant for the City, has reviewed the proposed text amendment to City Code Chapter 23, Section 4.3 concerning the permitting of wireless communications facilities, copy of which is attached hereto as Exhibit "A". We have also reviewed the submitted materials in support of the proposed text amendment provided to the City Clerk on September 2, 2020, and we have reviewed the Department of Community Development's GIS graphical representation of the exclusion zones for such wireless communications facilities if the proposed text amendment were adopted, a copy of which is attached hereto as Exhibit "B", all in connection with the upcoming consideration of the text amendment by the Community Development Board.

At the outset, the Community Development Board needs to be cognizant of applicable federal law in this area, particularly federal law that pre-empts the basis for the proposal before it, which appears to be regulation of RF radiation emissions through unsupported setback requirements without a rational relationship to any bona fide public safety purpose;

Section 704(a) (47 U.S.C. § 332(c) (7))

The Federal Telecommunications Act of 1996 includes Section 704(a) (47 U.S.C. § 332(c) (7)) and grants local governments the authority to regulate wireless infrastructure. Section 704 says in relevant part (with the two most relevant to the text amendment being underlined):

- 1 Land use development standards may not unreasonably discriminate among the wireless providers, and may not prohibit or have the effect of prohibiting the deployment of wireless infrastructure.
- 2 Local governments must act on applications for new wireless infrastructure within a "reasonable" amount of time;
- 3 Land use policies may be adopted to promote the location and siting of telecommunications facilities in certain designated areas.
- 4 Local government are prohibited from denying an application for a new wireless facility or the expansion of an existing facility on the grounds that radio frequency emissions are harmful to human health provided the wireless service provider met federal standards.

As proposed, the text amendment would impose a 1600 foot setback requirement for any wireless communications infrastructure from any residential structure within the City of Pittsfield. As illustrated by

---

Exhibit "B", such a setback requirement would eliminate approximately 90% of all locations within the City of Pittsfield for the placement of new wireless infrastructure and the modification of existing wireless infrastructure, leaving only fringe areas on the edge of City jurisdiction available for location of wireless infrastructure. With respect to modification of existing infrastructure, such a text amendment would be pre-empted by 47 USC §1455(a), which states that a local government "shall approve, and may not deny" certain modifications to existing wireless infrastructure that fall within specified volumetric parameters. With respect to new infrastructure development, such a text amendment would clearly have the effect of prohibiting the deployment of wireless infrastructure, which as stated above, is expressly prohibited by 47 USC §332(c)(7). Furthermore, as the materials submitted to the Clerk in support of the text amendment all relate to the purported health effects of RF exposure, a matter which MAY NOT BE considered by local government in regulating wireless infrastructure once the applicant has certified compliance with FCC regulations. Thus, the proposed text amendment would violate well settled Federal law.

From a practical standpoint, there is no legitimate justification provided for such a broad setback requirement. Typical setback requirements for wireless infrastructure are 110% of the height of the tower, or if it employs "breakpoint" technology, 110% of the distance from the breakpoint to the top of the tower. I have seen, in some jurisdictions, setbacks of 150% of the tower height or breakpoint distance, but those are in the minority and generally in jurisdictions where such a setback requirement does not "...prohibit or have the effect of prohibiting the deployment of wireless infrastructure". Based on the materials provided in support of the text amendment, the 1600' setback sought is purportedly for mitigation of perceived health effects of RF Emissions, is an impermissible basis for such regulation.

As an aside, the RF exposure present from an antenna 100 feet or more in the air at significant distance to a human is much less than holding an electronic device such as a cell phone to the side of your head. Coupled with the fact that the one direction RF does NOT travel is directly down, even anyone literally camping directly underneath a wireless structure would not be exposed to undue RF emissions under the FCC standards for exposure. Incidentally, those FCC exposure standards are a factor of 100 times below RF levels where potential danger exists. So for example, if a level of 100 presented possible RF exposure issues, the MAXIMUM level permitted by the FCC regulations is 1. A provider would have to exceed the maximum levels by a factor of 100 to approach what might be a dangerous level. While we can appreciate the concern of the citizens behind this effort, the lack of any peer-reviewed scientific studies supporting these alleged concerns mitigate against consideration of this scientifically unsupported material, even if it were legally permissible to consider it, which it is not.

Based on the foregoing, the first part of the proposed text amendment would clearly fail judicial review and be voided by a judge if challenged by an applicant adversely affected by the regulation. As to the second component concerning notification to all residents of proposed development within a 1600 distance, that proposed text is not on its face violative of federal law. If the purpose of the notification be to advise neighbors of the proposed infrastructure and have opportunity to comment on design, placement, and aesthetic issues, such as screening and landscaping, which are within the purview of local government to regulate under the above quoted Federal statute, then such a notification provision, or some variation thereof, could be a legitimate exercise of City jurisdiction. If the purpose is to raise health concerns, the proposed text could be challenged since neither the Community Development Board nor the City Council can legally consider them.

The mail notification in the existing zoning ordinance complies with the requirements of MGL Chapter 40A, Section 11. While a municipality may adopt more rigorous mail notifications such as requiring certified mail and/or increasing the category of recipients of notice from abutters to abutters within 300 feet to those within 1,600 feet, the City cannot discriminate and require one type of applicant for a special permit, such as a wireless communication facility, to use one type of notification and allow another type of applicant, such as a homeowner, to use a less rigorous form of notification.

---

The zoning amendment approved by the City Council on January 8, 2019 primary purpose was to address the coming small wireless facilities deployment across the country in public rights of way. As we've discussed previously, the wireless infrastructure industry has developed a business model for the deployment of small wireless facilities (generally under 50 feet in height) using public rights of way to deploy current and future wireless services in a manner that permits them to re-use allocated spectrum efficiently and resolve coverage and capacity gaps, particularly in residential environments. That is because the future of wireless services ("5G") revolves around much higher frequency spectrum than is currently employed which carries more data but travels much less distance. Thus, the only way to effectively deploy it will be through small wireless facilities. Pittsfield has taken effective strides to be prepared to regulate that infrastructure when that deployment wave reaches your community.

These proposed text amendments, of course, will not have any effect on previously constructed or permitted "macro" wireless projects (over 50 feet in height) which will continue to furnish traditional "4G" services to a broader range of customers for a significant period into the future. Nor would they be enforceable against the coming small wireless facility deployment in public rights of way, which enjoy even greater federal preemption rights that preclude local government from regulating such deployments except for aesthetics and visual impediments.

In summary, it is our opinion that the setback requirements of the proposed text amendment are fatally defective and violative of federal law, and the notice provisions, while not fatally defective, should be further discussed as to the basis or desire for same and more narrowly tailored to accomplish legally permissible goals as discussed above.

We will be happy to review these conclusions with the Community Development Board and/or City Council if requested.

Respectfully submitted,



Anthony T. Lepore, Esq.  
CityScape Consultants, Inc.

EXHIBIT "A"

cc:1



**City of Pittsfield**

RECEIVED CITY CLERK  
CITY OF PITTSFIELD, MA  
2020 SEP -1 PM 6:18

September 1 20 2020

To the City Council of the City of Pittsfield:-

The undersigned respectfully

request to amend city code chapter 23, section 4.3 to establish requirements and standards for the permitting of wireless communication facilities.

- 1) Implementing a 1600 foot setback from residential structures
- 2) Notification to all abutters within 1600 feet through certified mail of a proposed tower

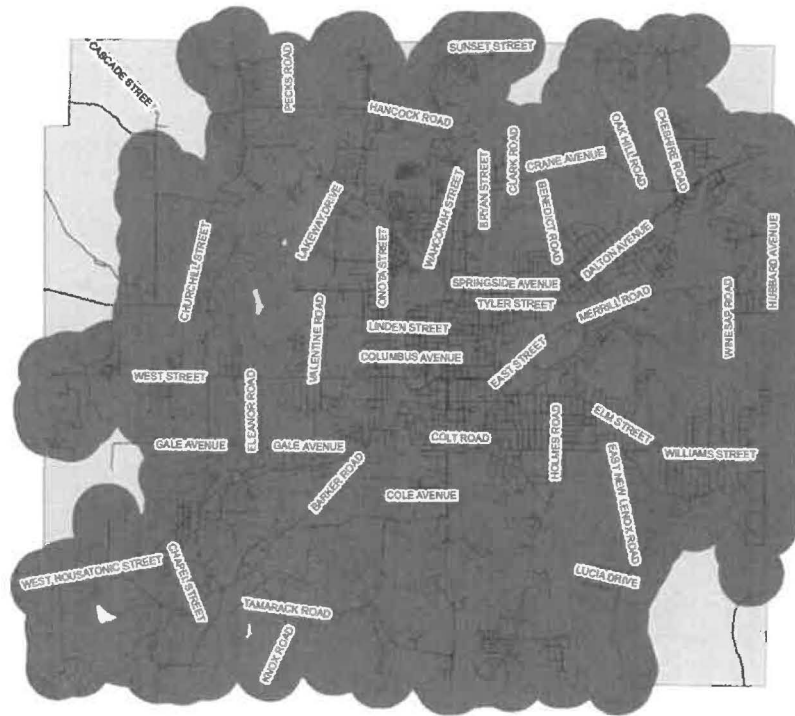
Respectfully submitted

Christopher Connell  
Ward 4 councilor

Patrick Kavey  
Ward 5 councilor

Pittsfield cell tower concerned citizens

EXHIBIT "B"



**City of Pittsfield**  
**Telecommunications Ordinance**  
**Amendment Review**

**CityScape**

C O N S U L T A N T S , I N C .

2423 S. Orange Avenue, #317  
Orlando, FL 32806  
Tel: 877.438.2851 Fax: 877.220.4593

November 30, 2020

Mr. C.J. Hoss, AICP  
City Planner  
City of Pittsfield  
70 Allen Street  
Pittsfield, MA 01201

**RE: Proposed Text Amendments to City of Pittsfield Zoning Code Chapter 23, Section 4.3**

Dear Mr. Hoss,

At your request, on behalf of the City of Pittsfield, Massachusetts (the "City"), CityScape Consultants, Inc. ("CityScape"), in its capacity as wireless communications consultant for the City, is providing further detail for the Community Development Board's consideration of the proposed text amendment to City Code Chapter 23, Section 4.3 concerning the permitting of wireless communications facilities and proposing setbacks from any residential structure within the City. As you know, local government has limited regulatory ability regarding the siting of wireless infrastructure based on the provisions of 47 USC §332(c)(7), recounted in prior memorandum, in that the regulations shall not have the effect of prohibiting the deployment of wireless infrastructure. As we have previously opined in our October 23, 2020 memorandum, the proposed regulation would have that effect within Pittsfield and in our opinion would fail if challenged in federal court at considerable expense to the City. The City is NOT without tools to regulate wireless infrastructure however, and has taken significant steps towards regulation within the parameters permitted under federal law. Other communities in Massachusetts have also addressed wireless regulation while working within the parameters of federal law. Attached as Exhibit "A" is a section of the City of Lowell, MA Zoning Ordinance with provisions that are typical of a legally enforceable wireless regulation (CityScape does not represent Lowell in any capacity). The setback provisions therein are typical of other communities both within the Commonwealth and across the nation, and have been found to be legally justifiable when challenged based on physical safety concerns and found to not unduly prohibit the deployment of wireless services.

There is no obstacle to the City of Pittsfield enacting or amending regulations imposing a reasonable and justified setback requirement for wireless infrastructure, provided it has a bona fide regulatory basis. However, the proposed 1600' setback at issue herein suffers from infirmities not present in other less dense communities. First, the only pretext for the setback requirement given to date is perceived health effects, which as discussed previously, is pre-empted by Federal law as the FCC has sole and exclusive jurisdiction (federal preemption) regarding that issue (*see Cingular Wireless, L.L.C. Petition for Declaratory Ruling against Anne Arundel County, MD, July 7, 2003, 18 FCC Rcd 13126*). Thus, the purported basis for the regulation would be an impermissible exercise of City authority over a field which has been federally preempted. Secondly, as demonstrated by the City's GIS software, such a setback as applied within the City of Pittsfield would preclude the placement of wireless infrastructure virtually anywhere within the City. Thus, the effect of the setback would be the prohibition of wireless services in contravention of 47 USC §332(c)(7). With most current development "macro" wireless infrastructure typically less than 199' feet in height (and typically between 100 and 150 feet), a 1600 foot setback is over 8 times the greatest height of most wireless infrastructure and represents no rational relationship to any physical safety issue concerning "fall zones".



While there is no doubt that setbacks of distances greater than the height of the structure have been enacted in other jurisdictions, those jurisdictions may have lesser density/greater lot sizes or significant and diverse commercial, industrial and rural or agricultural districts such that the setback requirements from residential parcels do not have the “effect of prohibiting wireless services” as is presently proposed in Pittsfield and thus have not been challenged to date or caused issues with wireless infrastructure siting. Where there has been litigation over regulations such as the proposed text, in virtually every instance the community has not prevailed where the regulation has the effect of prohibiting the provision of wireless services.

For example, the City of Lawrence, which had regulations imposing a 1000’ setback from residential structures, T-Mobile sued and prevailed over the City. In that case, the City Planner testified that strict application of the 1000 foot setback would “render wireless communications virtually impossible within the City”.<sup>1</sup> The Court found that the City had failed to adduce any substantial evidence to support, inter alia, the 1000 foot setback requirement and issued an injunction ordering the City to issue the permits for the T-Mobile facility.

In a similar situation, the Town of Shrewsbury, in denying a variance required because of significant setback requirement in its code, was likewise rebuked by the District Court for failing to make a decision denying the requested variance based on “substantial evidence”.<sup>2</sup> In doing so the Court relied on an earlier decision from the United States First Circuit Court of Appeals<sup>3</sup> making it clear that even in the context of an individual zoning decision involving a variance, the reliance on criteria that would prohibit the provision of wireless services would be subject to judicial reversal, quoting the following passage (emphasis added):

“Suppose, for example, that in denying an individual permit, the town zoning authority announces that no towers will ever be allowed or **sets out criteria that no one could meet**. The fact that the ban is embodied in an individual decision does not immunize it. It is no answer to point to the requirement that individual decisions be based on “substantial evidence,” for this surely refers to the need for substantial evidence under the criteria laid down by the zoning law itself (e.g., for setbacks, conditions for variances, special exception requirements). See, e.g., *Cellular Tel. Co. v. Town of Oyster Bay*, 166 F.3d 490, 494-97 (2d Cir. 1999).”<sup>4</sup>

Other decisions in Massachusetts reach the same conclusions. In *Sprint Spectrum, L.P. v. Town of Swansea*<sup>5</sup> the applicant was denied a dimensional variance from setbacks for a 100’ flagpole style tower. The Court wrote that (emphasis added):

“ The “effective prohibition” ban provides that zoning decisions by state or local governments “shall not prohibit or have the effect of prohibiting the provision of personal wireless services.” 47 U.S.C. §332(c)(7)(B)(i)(II). Accordingly, “[u]nder the TCA, **local zoning authorities must ensure that neither their general policies nor their individual decisions prohibit or have the effect of prohibiting the provision of personal wireless services.**” *Omnipoint Communications MB Operations, LLC v. Town of Lincoln*, 107 F.Supp.2d 108, 117 (D.Mass. 2000). Local zoning policies and decisions “that prevent the closing of significant gaps in the availability of wireless services” within the jurisdiction violate this provision of the TCA. *Nat’l Tower*, 297 F.3d at 20. See also *Omnipoint Communications*, 107 F.Supp.2d at 117. Therefore, **“an effective prohibition can exist even where a town allows for the erection of [wireless communications facilities] but subject to criteria which would result in incomplete wireless services within the town, i.e., significant gaps in coverage within the town.”** *Omnipoint Communications*, 107 F.Supp.2d at 117. The burden of proving that a town’s policies or decisions have the effect of prohibiting the provision of personal wireless services is on the applicant. *Id.* ”

Another decision involving a Massachusetts community came to similar conclusions. In a case involving the Town of Falmouth, the District Court found (emphasis added):

<sup>1</sup> T-Mobile Northeast, LLC v. City of Lawrence, Case No: 09-11320-NMG, 2010 USDC (Mass).

<sup>2</sup> American Tower Corporation v. Town of Shrewsbury; Case No: 17-10642-FDS USDC (Mass).

<sup>3</sup> Town of Amherst, NH v. Omnipoint Communications, 173 F.3d 9, (1st Cir. 1999)

<sup>4</sup> *Id.*

<sup>5</sup> 574 F. Supp 277 (D. Mass 2008)

A state or local government need not issue a blanket ban on cell towers to violate the TCA's anti-prohibition clause. See *Second Generation Properties, L.P. v. Town of Pelham*, 313 F.3d 620, 629 (1st Cir.2002). *The First Circuit has identified two sets of circumstances in which a local board's denial of an individual application for a cell tower may constitute an effective prohibition of personal wireless services. Id. at 630. "The first is where the town sets or administers criteria which are impossible for any applicant to meet." Id.* The second, which ITW argues is applicable here, arises "where the plaintiff's existing application is the only feasible plan," such that denying the application effectively amounts to a prohibition on personal wireless service in the area. *Id.* Courts have noted that "[w]hether or not an effective prohibition has occurred depends on each case's unique facts and circumstances...." *Green Mountain II*, 750 F.3d at 40. The applicant bears the burden of proving an effective prohibition, *City of Cranston*, 586 F.3d at 50, and the First Circuit generally requires proof that (1) there is a "significant gap" in coverage, and (2) the local zoning board has rejected the "only feasible plan," which was that proposed by the applicant. *Id.*<sup>6</sup>

If the City were to enact a 1600 foot residential parcel setback requirement for wireless infrastructure, then every future applicant would have to seek a variance from the City to construct wireless infrastructure in Pittsfield. That in turn would result in individual decisions being made that will likely be conflicting (sometimes granted, sometimes not) and thus exposing the City to further legal jeopardy by violating subsection (B)(II) of 47 USC §332(c)(7) which states that local government "shall not unreasonably discriminate among providers of functionally equivalent services". The better practice, if the City were to agree that further amendment of its wireless regulations was warranted, would be to create a hierarchy of preferred location and design criteria for placement of wireless infrastructure after taking input from all stakeholders and consideration of all permissible legal and permissible factors. That hierarchy could emphasize non-residential districts over residential districts and require applicants to demonstrate the coverage or capacity need that requires a particular location.

As virtually the entire presentation by the co-sponsors of the proposed regulation on November 5<sup>th</sup> focused on perceived health effects of wireless communications, any new regulation enacted as a result of those proceedings already bears the imprimatur of a regulation enacted to regulate perceived health effects of wireless communications, which as you know will fail when challenged. While recognizing the concerns of the Pittsfield residents regarding the deployment of wireless infrastructure in the community is warranted and should be considered, continued reliance on unsupported allegations of perceived health effects that have not been identified by any legitimate peer-reviewed studies dooms any resulting regulation to be overturned in light of the existing federal preemption. Attached as Exhibit "B" is a list of legitimate resources regarding RF exposure concerns that parties seeking reliable scientific information can utilize.

To restate our prior conclusions, it is our opinion that the setback requirements of the proposed text amendment are fatally defective and violative of federal law, and the notice provisions, while not fatally defective, should be further discussed as to the basis or desire for same and more narrowly tailored to accomplish legally permissible goals as discussed in our prior memorandum.

We will be happy to review these conclusions with the Community Development Board and/or City Council if requested.

Respectfully submitted,



Anthony T. Lepore, Esq.  
CityScape Consultants, Inc.

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<sup>6</sup> *Industrial Tower & Wireless, LLC v. Haddad*, 109 F.Supp. 3d 284 (D. Mass. 2015)

## EXHIBIT "A"

### 7.6.6 Design and Performance Standards.

1. *Telecommunications Tower Color*: Telecommunications towers shall either maintain a galvanized steel finish, subject to any applicable standards of the Federal Aviation Administration (FAA), or to be painted a neutral color as approved by the Planning Board, so as to reduce visual obtrusiveness.

2. *Design of Accessory Structures*: The design of accessory structures shall, to the maximum extent possible, use materials, colors, textures, screening, and landscaping that will blend the telecommunications facility with the natural setting and built environment. All accessory structures shall also be subject to all other Site Plan Review Regulation requirements.

3. *Telecommunications Tower Lighting*: Telecommunications towers shall not be artificially lit, unless required by the Federal Aviation Administration (FAA) or other applicable authority. If lighting is required, the Planning Board shall review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views.

4. *Signs*: Telecommunications towers shall not contain any permanent or temporary signs as defined in this ordinance, writing, symbols, or any graphic representation of any kind, with the exception of safety warning signs or equipment information signs. All signs must be kept to a minimum as approved by the Planning Board.

5. *Telecommunication Facility Setbacks*: **The following requirements shall supersede any less stringent standards found elsewhere in City Ordinances and Regulations:**

**A. Telecommunications towers shall have a minimum front, side, and rear yard setback equal to the height of the tower.**

**B. Telecommunications tower guys and accessory structures shall satisfy the minimum setback requirements of the underlying Zoning District.**

6. *Security Fencing*: The perimeter of telecommunication facilities shall be enclosed by security fencing not less than six feet in height and shall also be equipped with appropriate anti-climbing controls, such as barb wire.

7. *Landscaping*: A minimum of 10% of the site must be landscaped with vegetation meeting the requirements listed in the Appendix of the Lowell Subdivision Ordinance. The proposed landscaping must adequately screen the site as approved by the Planning Board.

8. *Height*: The height of each tower shall be reviewed and approved by the Zoning Board of Appeals. The maximum height of a telecommunications tower shall be 199 feet. This standard shall supersede any more stringent standards found elsewhere in the City Ordinances or Regulations.

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## EXHIBIT "B"

Links to authoritative information on RF exposure matters:

<https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>

This is the FCC's FAQ page regarding RF exposure matters;

The FDA has a page that deals with cell phones, but not cell towers:

<https://www.fda.gov/radiation-emitting-products/radiation-emitting-products-and-procedures/home-business-and-entertainment-products>

The standards for RF exposure are in what is called OET-65, a link to which is here:

[http://transition.fcc.gov/Bureaus/Engineering\\_Technology/Documents/bulletins/oet65/oet65.pdf](http://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf)

The NIH National Cancer Institute also has an FAQ page with an enormous amount of information, including multiple footnotes to actual published studies, all relating to the risk factors associated with use of cellular phones adjacent to the human body – which of course is significantly closer than a wireless tower with antenna over 100' above ground in terms of proximity:

<https://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/cell-phones-fact-sheet#what-have-expert-organizations-said-about-the-cancer-risk-fromnbspcell-phone-use>

The link above also outlines all of the peer reviewed studies and their conclusions with a wealth of analysis and information all relating to cellular phone use, not wireless towers, which of course is much further away from humans

There is also a WHO study performed in 2010 expressly about wireless tower sites, found at the link below, which analyzed all of the other studies performed to the date of that study and reached the following conclusion about wireless tower sites (which they called mobile phone base stations in the study or MPBS):

***In conclusion, our review does not indicate an association between any health outcome and radiofrequency electromagnetic field exposure from MPBSs at levels typically encountered in people's everyday environment. The evidence that no relationship exists between MPBS exposure and acute symptom development can be considered strong according to the GRADE approach because it is based on randomized trials applying controlled exposure conditions in a laboratory.***

That analysis can be found here:

<https://www.who.int/bulletin/volumes/88/12/09-071852/en/>

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## CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

**TO:** Community Development Board  
**FROM:** CJ Hoss, City Planner  
**DATE:** November 26, 2020  
**SUBJECT:** Proposed Zoning Amendment – Abutter Notification re: Wireless Telecommunications Projects

Massachusetts General Laws Chapter 40A, Section 11 defines the term “Parties in interest”, as the “applicant, abutters, owners of land directly opposite on any public way or private street or way, and abutters to abutters within 300 feet of the property line of the petitioner”. This is the basis for the 300 foot abutter notification utilized by the City since the time of the enactment of this law. We begin by advocating that a groundswell of support for changes to this statutory 300 foot requirement should begin with those who are interested in this issue advocating to our local state delegation to make a change at the state level. The Community Development Board and/or City Council could initiate such a request or add their support to a request from those who are interested.

In a prior communication to the Community Development Board and in discussion at the public hearing on November 5, 2020, Anthony Lepore from Cityscape Consultants, Inc. advised the Board that “while a municipality may adopt more rigorous mail notifications such as requiring certified mail and/or increasing the category of recipients of notice from abutters to abutters within 300 feet to those within 1,600 feet, the City cannot discriminate and require one type of applicant for a special permit, such as a wireless communication facility, to use one type of notification and allow another type of applicant, such as a homeowner, to use a less rigorous form of notification.” Department of Community Development staff has reviewed his further with the City Solicitor and are in agreement that this assessment is accurate.

Expanding the abutter notification radius will exponentially increase the number of those who qualify as “parties of interest” under Massachusetts General Laws. Parties of interest generally have the opportunity to claim standing in challenging land use decisions made by Special Permit Granting Authorities. Because this increased radius will likely have to be applied to other special permit and variance applications, this could result in an increase in challenges to land use decisions other than cell tower decisions. This would impact special permit applicants in the City from developers of large projects to individual homeowners

During the discussion at the previous Community Development Board meeting, members of the Board expressed interest in the cost of enhanced mailings. Below is a brief rundown of potential costs. Utilizing 877 South Street as an example (and this isn’t necessarily representative of a typical special permit mailing but is a real word example of potential costs), under the existing process the cost is \$22.55 to send letters via First Class mail. If the Board is interested in requiring Certified Mail and the typical option of a hard copy return receipt, the cost under the existing 300 foot requirement is \$272.65. If this same scenario were to increase to a 500 foot

requirement, the cost would increase approximately 41.5% to \$385.70. A 1600 foot requirement under these parameters increases the cost over 400% to \$1,456.35.

Address: 877 South Street		Abutter Range:	300 Feet	500 feet	1600 feet
Mailing Type and Cost		No. of Abutters:	41	58	219
First class mail	\$0.55		\$22.55	\$31.90	\$120.45
Certified	\$3.35		\$137.35	\$194.30	\$733.65
Certified Return Receipt	\$2.75		\$112.75	\$159.50	\$602.25
		Total	\$272.65	\$385.70	\$1,456.35

Under the current procedure, the cost of a typical special permit application requires an application fee of \$200 and a legal advertising fee that ranges from \$250 to \$350. These costs are born by the applicant, with the City managing the abutter notification process, including the cost of mailing.

If the Board is interested in recommending an option beyond the current procedure, we would recommend that any new language clearly place the burden of the increased notification on the applicant, with proof of mailing provided to the City. This is a similar process to how the Conservation Commission operates, which allows for the applicant to pay the true cost of the mailing, as well as assuming the time to organize and prepare the necessary proof of mailing to the City.

With regard to the petition before the Board, there are multiple options that can be taken:

- The Board could recommend that the City Council deny the proposed amendment which requires a greater notification range for cell towers and requires that notifications be sent by certified mail.
- The Board could recommend denial with additional guidance if the Board felt enhanced notification was beneficial.
  - If the Board is interested in enhanced notification, it may wish to propose a specific radius to be used instead of the current 300 feet, be it 500 feet, 1000, or 1,600 feet or some other distance from the proposed development.
  - The Board should also consider if this amendment should apply across all special permit use groups, or a smaller subset. However, based on the legal analysis the Board has received, such an amendment should at least applied to a greater number of land use categories than just cell towers.
- If the Board does wish to provide such additional guidance, it is preferable that the City Council deny the current amendment petition and submit a new zoning amendment petition that applies this requirement elsewhere in the ordinance. Regardless of how such changes are made, the amendment process will need to be started over as a result of the substantive changes that would be proposed.

Finally, much of the information presented to the Board during the public hearing process, deals with the larger issue of exposure to electronic devices. Based on the guidance from Cityscape, this is outside the Board’s current purview with the amendment before it and likely outside the Board’s overall purview in relation to the review of an actual application. In its communication back to the City Council, the Board may wish to point this out to City Council and encourage them to further explore the underlying issues being raised by the interested parties and determine if the City wishes to take a position, which presumably would be communicated to the state delegation for action.





OFFICE OF THE CITY CLERK, CITY HALL, 70 ALLEN STREET, PITTSFIELD, MA 01201

September 9, 2020

Director Ruffer & CJ Hoss  
Community Development Board  
70 Allen Street  
Pittsfield, MA 01201

Dear Deanna:

At its September 8, 2020 meeting, the City Council voted to refer the following petition to the Community Development Board.

- A petition from Councilors Connell and Kavey requesting to amend City Code, Chapter 23, Section 4.3 to establish requirements and standards for the permitting of wireless communication facilities

*The motion was amend to ask the City Council to act as the petitioner and refer to the Community Development Board to increase the setback to 1600' from residential structures and provide notification to all abutters within 1600' through certified mail of a proposed tower.*

Copies of the original documents are attached.

Sincerely yours,

*Michele M. Benjamin*

Michele M. Benjamin  
City Clerk



# City of Pittsfield

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA  
2020 SEP -1 PM 6:18

September 1 20 2020

To the City Council of the City of Pittsfield:-

The undersigned respectfully

request to amend city code chapter 23, section 4.3 to establish requirements and standards for the permitting of wireless communication facilities.

- 1) Implementing a 1600 foot setback from residential structures
- 2) Notification to all abutters within 1600 feet through certified mail of a proposed tower.

Respectfully submitted

Christopher Connell  
Ward 4 councilor

Patrick Kavey  
Ward 5 councilor

Pittsfield cell tower concerned citizens

**CITY OF PITTSFIELD  
NOTICE OF ZONING  
AMENDMENT PUBLIC HEARING  
PITTSFIELD COMMUNITY  
DEVELOPMENT BOARD**

The City of Pittsfield in accordance with the provisions of M.G.L Chapter 40A, Section 5, hereby gives notice to all interested parties that a public hearing will be held on **Thursday, November 5, 2020 at 6:00 PM** by the Community Development Board. The City Council has filed a petition to amend City Code, Chapter 23 (the City of Pittsfield Zoning Ordinance): Article 23-4 Section 4.322 (Wireless Communication Facilities) in order to require a setback of 1,600 feet from residential structures and to require notification to all abutters within 1,600 feet through certified mail of a "proposed tower".

**The Community Development Board public hearing will be held remotely on Thursday, November 5, 2020 at 6:00 P.M. If you wish to participate, please consult the agenda posted in advance of the meeting available on the City's website**

[www.cityofpittsfield.org](http://www.cityofpittsfield.org)

The petition is on file at the City Clerk's Office, Room 103, and the Department of Community Development, Room 205, City Hall, and may be viewed during business hours (Tuesday and Thursday 8:30 a.m. to 12:30 p.m.) or by contacting the Department of Community Development Office via (413) 499-9368 or by email at [tkozlowski@cityofpittsfield.org](mailto:tkozlowski@cityofpittsfield.org)

Sheila B. Irvin, Chair  
Community Development Board

AD#52460  
10/22/2020, 10/29/2050



# City of Pittsfield

December 2, 2020

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Request that Mayor Tyer present to the City Council, the city's COVID-19 data from 11/01/20 to the present and explain any changes in our data specifically pertaining to new case numbers and changes in our infection rate after the closing of restaurants on 11/13/20.

Respectfully submitted,

Patrick Kavey  
Ward 5 Councilor



# City of Pittsfield

December 2, 20 20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues submit is a petition asking that the City of Pittsfield, the Public Health and Safety Sub Committee and the District Attorneys office looking into the practices of entrance and health and safety of the homeless shelter practice's being ran by ServiceNet and the abuse and human rights violations happening within the shelter atmosphere.

Respectfully Submitted  
Councilor Anthony V. Maffuccio



# City of Pittsfield

December 2, 20 20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues I challenge the Cities policy of evicting Homeless individuals and the policy and The Parks Commission and the Mayor have placed on the removal of these individual's and encampments bases on their Constitutional right of the 8th Amendment and the case of Martin v Boise and the ruling of The Supreme Court Circuit Court of Appeals for "Cruel and Unusual Punishment".

Respectfully submitted,

Anthony V. Maffuccio  
Ward 7 Councilor





A federal appeals court had ruled that the anti-camping ordinance in Boise, Idaho, was cruel and unusual punishment, violating the Constitution's Eighth Amendment. "A state may not criminalize conduct that is an unavoidable consequence of being homeless," the appeals court said.

The Supreme Court denied Boise's appeal Monday without comment, as is its normal practice when declining to grant reviews.

Lawyers for the city argued that Boise wanted to enforce the ordinance "in the parks, foothills, and other public areas not just to keep them safe and sanitary but also to allow users to utilize the public spaces as they were intended to be used." Supporters of the law said people sleeping on the streets are unsafe and make residents feel less safe.

## Recommended



SUPREME COURT

**Supreme Court skeptical of Trump's plan to exclude undocumented immigrants from census**



SUPREME COURT

**Supreme Court set to hear arguments on Trump plan to exclude undocumented immigrants from census**

In asking the Supreme Court to take the case, Boise's lawyers said the appeals court ruling that invalidated the ordinance created "a de facto right to live on sidewalks and in parks" and said it would cripple the ability of more than 1,600 communities in Western states to enforce similar laws.

But challengers of the law said the appeals court ruling simply blocked Boise from charging homeless people with a crime for sleeping outside when no shelter space was available. The appeals court affirmed "the ought-to-be uncontroversial principle that a person may not be charged with a crime for engaging in activity that is simply a universal and unavoidable consequence of being human," they said.

The U.S. Department of Housing and Urban Development estimates that half a million people are likely to be homeless on any given night. A study by the U.S. Interagency Council on

Homelessness found that 42 percent of homeless people sleep in public locations such as under bridges, in parks, or on the sidewalks.



Pete Williams



Pete Williams is an NBC News correspondent who covers the Justice Department and the Supreme Court, based in Washington.

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RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA

2020 DEC -1 PM 4:02

**CITY OF PITTSFIELD**

LICENSING BOARD, CITY HALL, 70 ALLEN STREET, ROOM 103, PITTSFIELD, MASSACHUSETTS 01201 • (413) 499-9363

December 1, 2020

Dear Ms. Benjamin,

In response to this inquiry, the only time the Licensing Board would issue a warning or sanction against a restaurant that violated a Covid-19 Order would be at a public hearing. With that said, the following were instances in which we held such hearings.

On August 24, 2020, LHGC Hospitality Management, Inc. d/b/a The Proprietor's Lodge, was brought forward for a show cause hearing and the sanction was a suspension of the Annual 7-Day All Alcohol Restaurant License from August 30, 2020 through September 5, 2020.

On October 26, 2020, Soldiers Incorporated, d/b/a Zucchini's, was brought forward for a show cause hearing and the sanction was to suspend the Annual 7-Day All Alcohol Restaurant License for five days but hold the suspension in abeyance until the Governor has declared the end of the pandemic.

Sincerely yours,

A handwritten signature in black ink that reads "Thomas L. Campoli".

Thomas Campoli  
Licensing Board Chairman



# City of Pittsfield

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA  
2020 NOV 18 AM 11:07

November 17 20

20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues submit is a petition asking the Health Department and the Licensing Board on what warnings or sanction have been placed on the violated restaurants that have created this outbreak and the names of the restaurants have been sighted or closed down by the next City Council Meeting.

Respectfully  
Councilor Anthony V Maffuccio



## PITTSFIELD BOARD OF HEALTH

*Alan G. Kulberg, MD, Chairperson*

*Steve Smith, MA ~ Brad Gordon, JD ~ Katrina Medders, RN ~ Kimberly Loring, PMHNP-BC*

December 2, 2020

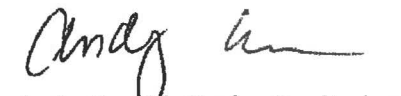
To the Honorable Members of the City Council  
City of Pittsfield  
70 Allen Street.  
Pittsfield, MA 01201

Dear Councilors:

In response to the petition filed by Councilor Maffuccio requesting an update from the Health Department on warnings and sanctions place on restaurants who violated the COVID-19 orders in place, the attached report has been prepared for your review. This report indicates restaurants in the City of Pittsfield that the Health Department received complaints of violating COVID-19 Workplace Safety Standards. The result column indicates the complaint outcome.

Respectfully Submitted,

  
Gina Armstrong, Director

  
Andy Cambi, Senior Sanitarian

COVID-19 Workplace Safety Standards Food Establishment Complaint Report

<b>Establishment Name</b>	<b>Complaint</b>	<b>Result</b>
Angelina's Dalton Ave	Employees- No Mask	Could Not Verify [Education]
Burger King	Employees- No Mask	Could Not Verify [Education]
Subway [South Street]	Customer- No Mask	Education
Krispy Crunchy Chicken	Employees & Customers- No Mask, No Social Distancing	Written Warning, 2 <sup>nd</sup> Offense \$300.00 Fine
Tito's Mexican Grill	Tables-No 6ft distancing	No Violation
Vivaldi's Pizzeria	Employees-No Mask	Written Warning
Pizza Works	Employees- No Mask	Written Warning, 2 <sup>nd</sup> Offense \$300.00 Fine
Golden Phoenix	Employees- No Mask	Written Warning, 2 <sup>nd</sup> Offense \$300.00 Fine
Kelly's Diner	Employees- No Mask	Written Warning
Hot Dog Ranch	Indoor dining service during statewide shut down Employees- No Mask, Bar Seating	Cease & Desist Order Could Not Verify[Education]
Hot Tomato's	Employees- No Mask	Written Warning
Proprietors Lodge	Large Gathering	Written Warning
China Wok	Employees- No Mask	Written Warning
Zenner's	Employees- No Mask	Employees with Medical Exemptions.
Methuselah	Bar Service without Food, Overcapacity	Written Warning
McD's [W. Housatonic]	Improper Mask Wearing	Education
Zucchini's	Indoor dining service during statewide shut down Large Gathering	Cease and Desist Order 2 <sup>nd</sup> Offense \$900.00 Fine
99 Restaurant	Social Distancing	No Violation
Dunkin Donuts [First St]	Employees- No Mask	Written Warning
Subway [Dalton Ave]	Self Service Drink Station Open	Education
Berkshire Hills Country Club	Large Gathering	Written Warning
Flo's Diner	Employees- No Mask	Could Not Verify[Education]
Barnes and Noble Starbucks	Customers No Mask/Social Distancing	Could Not Verify[Education]



<b>Soda Chef</b>	<b>Employees- No Mask</b>	<b>Could Not Verify[Education]</b>
<b>Empire Pizza</b>	<b>Employees- No Mask</b>	<b>Written Warning</b>
<b>McD's [Cheshire Rd]</b>	<b>Employees- No Mask</b>	<b>Written Warning</b>
<b>South Street Pizza</b>	<b>Employees- No Mask</b>	<b>Could Not Verify[Education]</b>
<b>Mazzeo's</b>	<b>Large Gathering</b>	<b>No Violation</b>



# City of Pittsfield

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA  
2020 NOV 18 AM 11:07

November 17 20  
\_\_\_\_\_ 20 \_\_\_\_\_

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues submit is a petition asking the Health Department and the Licensing Board on what warnings or sanction have been placed on the violated restaurants that have created this outbreak and the names of the restaurants have been sighted or closed down by the next City Council Meeting.

Respectfully  
Councilor Anthony V Maffuccio



RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA

# City of Pittsfield

2020 FEB 18 AM 10:35

February 15 20 20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues submitted is a petition asking the Mayor to Appoint a City Youth Advisor as it refers to Section 2-228.4 Article XL Youth Commission part II: The Code / Administration in the City Code.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Anthony V Maffuccio".

Anthony V Maffuccio  
Ward 7 City Councilor

A handwritten signature in black ink, appearing to read "Kevin J Morandi".

Kevin J Morandi  
Ward 2 City Councilor



# City of Pittsfield

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA  
2020 MAR -4 AM 11:44

March 4 20 20

To the City Council of the City of Pittsfield:-

The undersigned respectfully

Honorable members of the City Council and Colleagues submitted is a petition, asking that the City Solicitor and Ordinance and Rules Committee adopt Massachusetts General Law Chapter 85 Section 17 A and ban this activity from Park Square to Hubbard Avenue and from North Street to Tyler Street to Hubbard Avenue on all medians and sidewalks due to high traffic volume and for the safety of the motorist due to distractive driving and the safety of all pedestrians in a dense traffic volume routes.

Respectfully Submitted,

Anthony V Maffuccio

Ward 7 City Councilor

1. General Laws

2. Part I

3. Title XIV

4. Chapter 85

## Section 17A

### General Laws

#### Section 17A: Soliciting from vehicles on public ways

Section 17A. Whoever, for the purpose of soliciting any alms, contribution or subscription or of selling any merchandise, except newspapers, or ticket of admission to any game, show, exhibition, fair, ball, entertainment or public gathering, signals a moving vehicle on any public way or causes the stopping of a vehicle thereon, or accosts any occupant of a vehicle stopped thereon at the direction of a police officer or signal man, or of a signal or device for regulating traffic, shall be punished by a fine of not more than fifty dollars. Whoever sells or offers for sale any item except newspapers within the limits of a state highway boundary without a permit issued by the department shall for the first offense be punished by a fine of fifty dollars and for each subsequent offense shall be punished by a fine of one hundred dollars. Notwithstanding the provisions of the first sentence of this section, on any city or town way which is not under jurisdiction of the department, the chief of police of a city or town may issue a permit to nonprofit organizations to solicit on said ways in conformity with the rules and regulations established by the police department of said city or town.