

Item # 11



The Commonwealth of Massachusetts
Executive Office of Public Safety & Security

Office of Grants & Research

Ten Park Plaza, Suite 3720-A

Boston, Massachusetts 02116

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Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Terence M. Reidy
Acting Secretary

Kevin J. Stanton
Executive Director

9/22/2021

Chief Charles Femino
Somerville Police Department
220 Washington Street
Somerville, MA 02143

Dear Chief Femino:

Congratulations! I am pleased to inform you that the Somerville Police Department has been selected to receive a \$49,980.00 grant award from the Office of Grants and Research (OGR) to support the FFY22 Municipal Road Safety (MRS) Program.

This award which is resourced by the National Highway Traffic Safety Administration will be available to your municipality through September 15, 2022.

Additional correspondence, including all the necessary documents required to make this award official will be forthcoming. 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 fully executed contract will not be eligible for reimbursement.

If you have any questions regarding your award, please contact OGR Program Coordinator Richard Valeri at: richard.valeri@mass.gov.

Once again, congratulations on this award and thank you for your commitment to traffic safety.

Sincerely,

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

Kevin J. Stanton
Executive Director

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 charges 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/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Somerville, Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 93 Highland Avenue, Somerville, MA 02143		Business Mailing Address: 10 Park Plaza, Suite 3720-A, Boston, MA 02116	
Contract Manager: Sgt. Sean Sylvester	Phone: 617-625-1600	Billing Address (if different):	
E-Mail: ssylvester@police.somerville.ma.us	Fax:	Contract Manager: Rita Taylor	Phone: 617-725-33301
Contractor Vendor Code: VC6000192138		E-Mail: Rita.M.Taylor@mass.gov	Fax: 617-725-0260
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2022MRSPSOMERVILLEXX RFR/Procurement or Other ID Number: BD-21-1044-EPS11-HWY-63751	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes 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)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or 'no change') AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <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			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended): \$ <u>49,980.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <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.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FFY2022 Municipal Road Safety Program PT-22-06-119/F20402 \$49,980 Assistance Listings# 20.600			
ANTICIPATED START DATE: (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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>9/15, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Charles Femino</u> , Date: <u>10/28/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Charles Femino</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Kevin J. Stanton</u> , Date: <u>11/18/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director, Office of Grants & Research</u>	

Subrecipient Grant Award Details Notification

In accordance with 2 CFR §200.332 EOPSS (federal award recipient) is required to provide your organization (an EOPSS subrecipient) with the following information for either a new subaward or subaward modification. If you believe that any of the information is incorrect, please contact your EOPSS Program Coordinator.

Subrecipient name (which must match the name associated with its unique entity identifier)	CITY OF SOMERVILLE
Subrecipient's Unique Entity Identifier	076621572
Federal Award Identification Number (FAIN) / Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency	69A37520300004020MA0 – 2/3/20 69A37521300004020MA0 – 11/10/20
Subaward Period of Performance Start and End Date	Contract Execution Date through 9/15/22
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$49,980.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation	\$49,980.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$49,980.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Section 402 State and Community Highway Safety Grant (23 C.F.R. Subpart B to Part 1300; 23 U.S.C. § 402) — Grant to conduct highway safety programs under the State's approved highway safety plan.
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	US DOT/National Highway Traffic Safety Administration, agency ID #6940 Massachusetts Executive Office of Public Safety and Security Kevin Stanton, Executive Director Office of Grants & Research Ten Park Plaza, Suite 3720-A Boston, MA 02116-3933
Assistance Listings Number and Name-	20.600 – Section 402 State and Community Highway Safety Grant
Is this award for Research and Development (check one)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	n/a
All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award	Described separately in the General Subrecipient Grant Conditions document
Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports	Described separately in the General Subrecipient Grant Conditions

- Failure to submit the required reporting forms by the established deadlines may result in non-reimbursement.
- Subrecipients must submit a mid-year Progress Narrative Report no later than July 1, 2022 and a Final Narrative Report no later than Oct. 15, 2022, summarizing accomplishments, challenges and progress towards measurable goals as stated in the application. A template for each report will be provided by OGR.
- If any program requirements are not satisfied, a department risks non-reimbursement, contract termination, and may negatively affect their eligibility for future OGR grants.

Program Elements

Traffic Safety

Enforcement - If you are participating in Traffic Enforcement:

FFY 2022 Traffic Safety Enforcement Campaign Schedule
Winter Impaired Driving: December 1 – 31, 2021
Distracted Driving: April 1 – 30, 2022
Click it or Ticket: May 1 – 31, 2022
Summer Speed: June 1 – 30, 2022
Summer Impaired Driving: Aug 12 – Sept 15, 2022

- A minimum of four (4) overtime enforcement hours must be conducted in each of the five (5) campaigns shown above. *Note: campaign dates are subject to change; however, departments will be notified in advance.*
- Any unspent funds from one campaign cannot be rolled over into a future campaign or any other program activity. Similarly, campaign budgets cannot be interchanged.
- Check the AGF for complete traffic enforcement guidelines.

Equipment - If you chose to purchase Traffic 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.
- Equipment **must be received or paid in full no later than April 30, 2022.**
- 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.
- A department is responsible for payment to OGR for any purchases that exceed their approved budgeted amount.
- 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.

Pedestrian & Bicyclist Safety

Enforcement - If you are participating in Ped&Bike Enforcement:

- A minimum of 30 hours of overtime targeted enforcement must be conducted over the following designated enforcement months:

Agency Name:	Somerville Police Dept.
Project Title:	Municipal Road Safety Program (MRS)
Project #:	PT-22-06
Project ID:	119
Contract End Date:	September 15, 2022

Monthly Cash Expenditures

Cost Categories	Approved Budget	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022
Traffic Enforcement (TE) Overtime							
Winter Impaired Driving	\$ 9,940.00	\$ -	\$ -	\$ 9,940.00	\$ -	\$ -	\$ -
Distracted Driving	\$ 10,010.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Click It Or Ticket	\$ 10,010.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Summer Speed	\$ 10,010.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Summer Impaired	\$ 10,010.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Safety Equipment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ped & Bike Enforcement Overtime		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ped & Bike Safety Items		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Enforcement Safety Activities & Items		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ 49,980.00	\$ -	\$ -	\$ 9,940.00	\$ -	\$ -	\$ -

Cost Categories	April 2022	May 2022	June 2022	July 2022	August / September 2022	YTD Cash Expenditures	Balance
Traffic Enforcement (TE) Overtime							
Winter Impaired Driving	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,940.00	\$ -
Distracted Driving	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,010.00
Click It Or Ticket	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,010.00
Summer Speed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,010.00
Summer Impaired	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,010.00
Traffic Safety Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ped & Bike Enforcement Overtime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ped & Bike Safety Items	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Enforcement Safety Activities & Items	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,940.00	\$ 40,040.00