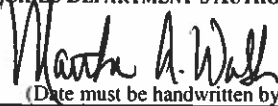




COMMONWEALTH OF MASSACHUSETTS

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

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

BUDGET FISCAL YEAR: 2020		RFR REFERENCE NUMBER ENTER RFR NUMBER: _____ OR <u>X</u> N/A	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EPS		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: ITD	
BUSINESS MAILING ADDRESS: EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY ONE ASHBURTON PLACE, 21 ST FLOOR BOSTON, MA 02108		BUSINESS MAILING ADDRESS: EXEC. OFFICE OF TECH. SERVICES & SECURITY ONE ASHBURTON PLACE, ROOM 801 BOSTON, MA 02108	
ISA MANAGER: EMI JOY		ISA MANAGER: MARTHA WALSH	
PHONE: (617) 724-5563	FAX: _____	PHONE: (617) 626-4441	FAX: _____
E-MAIL ADDRESS: EMI.JOY1@MASS.GOV		E-MAIL ADDRESS: MARTHA.A.WALSH@MASS.GOV	
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.) ☐ New ISA. Current Maximum Obligation for total duration of ISA \$_____ (Use "N/A" for Non-Financial ISA.) (Complete Attachment B) ☒ Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments) ☒ Amend Budget/Accounts. Change Maximum Obligation from: \$900,674.04 to New Maximum Obligation \$120,985,067.24 (Attachment B) ☐ Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B) ☒ Amend Dates of Performance. New Dates of Service: Start Date: <u>August 29, 2019</u> End Date: <u>June 30, 2024</u> (Subject to execution dates below.) ☒ Amend Scope of Services/Performance			
BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: THE PURPOSE OF THIS ISA AMENDMENT IS TO TRANSFER FUNDING TO EOTSS IN ORDER TO SUPPORT RESOURCES NEEDED TO SUPPORT THE COMIRS PROJECT WHICH HAS TRANSITIONED FROM EPS/911 TO EOTSS. THIS IS PART OF ARTICLE 87 LEGISLATION (CHAPTER 64 OF THE ACTS OF 2017) AND TECHNOLOGY TRANSFORMATION EFFORTS.			
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? <u>No</u> ☒ Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that cannot be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.			
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code. ☒ BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds. ☐ BGCS – subsidiarized (budgetary) ☐ Other (CT, RPO as authorized by CTR): _____ ☐ Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA. ☐ Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)			
ADD	DELETE	☒ NO CHANGE	Account: 80000911 Fund: 0056 Major Program Code: _____ Program Code: _____
ADD	DELETE	☐ NO CHANGE	Account: _____ Fund: _____ Major Program Code: _____ Program Code: _____
ADD	DELETE	☐ NO CHANGE	Account: _____ Fund: _____ Major Program Code: _____ Program Code: _____
ADD	DELETE	☐ NO CHANGE	Account: _____ Fund: _____ Major Program Code: _____ Program Code: _____
ISA ANTICIPATED START DATE: <u>August 29, 2019</u> , provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.			
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <u>6/30/2024</u> unless terminated or properly amended in writing by the parties prior to this date.			
BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.			
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE:		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:	
DATE: _____ (Date must be handwritten by signatory at time of signature)		 DATE: <u>3/18/20</u> (Date must be handwritten by signatory at time of signature)	
PRINT NAME: EMI JOY		PRINT NAME: MARTHA WALSH	
PRINT TITLE: CHIEF FINANCIAL OFFICER		PRINT TITLE: ASSISTANT SECRETARY/CHIEF ADMINISTRATIVE OFFICER	

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

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

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

With the passage of Chapter 64 of the Acts of 2017, the Governor's reorganization plan for the Information Technology function of the Commonwealth has since become law.

Pursuant to this law, "the executive office of technology services and security, upon written notice to the affected executive office or agency, may direct the transfer of any information technology resources, including, without limitation, hardware, software, services, personnel, contracts and infrastructure related to information technology, from any executive office or any agency within any executive office to the executive office of technology services and security".

The purpose of this ISA is to provide a vehicle by which funding can be made available to EOTSS to support executive office agency resources transferred to EOTSS on a going forward basis, until such time as the resources being transferred can be built into the EOTSS operating budget.

EOPSS/911 will make funding available to EOTSS for FY20, in order to support (1) EOPSS contractor who will first be transferring over to EOTSS effective 8/4/19 as well as another (5) EOPSS contractors who will be transitioning effective 8/18/19.

Amended Language: Insert the following language:

In addition, this ISA will allow for the transfer of funds from the "Enhanced 911 Trust Fund" to the EOTSS in order that EOTSS can secure all services and commodities necessary to modernize, improve and expand the Commonwealth's Public Safety Interoperable Radio System. In addition to those EOTSS expenditures associated with the design, engineering, modernization, improvement and expansion of the network and radio sites, the ISA will allow EOTSS to distribute funds to "Operable Users" for the purchase of new subscriber units (portable and mobile radios).

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

EOPSS/911 will provide EOTSS with ~~FY20 budgeted~~ funding to support the following (6) contractor resources who have transferred/will be transferring to EOTSS:

Name	Hours	Rate	(8000-0911) Maximum Spending	Comments
Flynn, Jack	960	\$ 80.00	\$77,300	Includes \$500 for telecom
Bendremer, Sandy	1875	\$125.09	\$239,544	Includes \$5K from grant for expenses
Cruikshank, Robert	1000	\$112.99	\$112,990	
Saltzman, Michael	960	\$ 96.32	\$97,468	Includes \$5K from grant for expenses
Baily, Scott & Bailey, Christine	2160	\$131.85	\$289,796	Includes \$5K from grant for expenses
TOTALS			\$817,098	

EOTSS will provide information technology resources to support EOPSS/911 needs/projects, to include but not limited to the CoMIRS project.

Amended Language: 1) Strike the following language from the first sentence above: "FY20 budgeted"

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



2) Insert the following language:

EOTSS will replace or finance the replacement of the system's 25-year-old analog platform and legacy components and subscriber units with a new digital platform and P25 compliant components and subscriber units thereby: 1) ensuring mission critical voice communications, 2) providing greater operational capacity, 3) expanding system coverage and 4) enhancing radio spectrum efficiencies. To these ends EOTSS will leverage the ISA to provide for the following:

- project management;
- network design, engineering, preparation, upgrade, installation and equipment;
- radio site design, engineering, preparation, upgrade, installation and equipment;
- central switching design, engineering, preparation, upgrade, installation, and equipment;
- portable and mobile radios to all "Operable Users"¹;
- dispatch console equipment, and;
- all other related services/equipment that will support the modernization, improvement and/or expansion of the Commonwealth's Interoperable Radio System.

These funds shall only be used for the purposes and reasons set-forth below:

These funds allocated for the CoMIRS project, shall only be used for the purchase of public safety radio infrastructure, subscriber units, design and engineering services, staff augmentation services and other related expenses as further described and authorized in the State 911 Department's petition to the Department of Telecommunication and Cable (DTC) dated April 10, 2018, the DTC's Order 18-2 dated June 29, 2018, the DTC's Order on Reconsideration dated September 4, 2018, The Commonwealth of Massachusetts Interoperable Radio System Strategy Report (volumes 1-6 and 8) and all other reports, documents and information incorporated into the aforementioned source, whether directly or by reference.

All network equipment, hardware and software purchased with funds from this ISA shall be managed and accounted for, in accordance with the laws, regulations and policies of the Commonwealth. EOTSS shall require as a condition of the grant that all network equipment, hardware and software purchased with funds from this ISA by an "Operable User" shall be managed and accounted for, in accordance with the laws, regulations and policies governing the government subdivision in which the "Operable User" is situated.

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

Unless otherwise detailed, the performance dates apply to the FY in which the ISA is executed or until such time as funding for the resources being transferred can be included in EOTSS' FY budget proposal, whichever is sooner.

Amended Language: All services shall be performed between the start date of this ISA and conclude on or before June 30, 2024. Specific project schedules to be provided by EOTSS to EOPSS/911 as they become available.

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

Pursuant to Chapter 64 of the Acts of 2017, "the executive office of technology services and security, upon written notice to the affected executive office or agency, may direct the transfer of any information technology resources, including, without limitation, hardware, software, services, personnel, contracts and infrastructure related to information technology, from any executive office or any agency within any executive office to the executive office of technology services and security".

This financial ISA is an agreement that sets forth the terms of the assignment of the executive office agency's resources (as detailed herein) to EOTSS.

Amended Language: No Change

**INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM
TERMS AND CONDITIONS**



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

EOTSS will be utilizing its employees in support of activity associated with this Agreement.

Amended Language: No Change

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

EOTSS will subcontract with subject matter experts in support of activity under this Agreement.

Amended Language: No Change

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

N/A

Amended Language: Add the following language:

As detailed in "8 CoMIRS, Modernization Costs and Financing" it is anticipated that the following equipment may be purchased in support of this program:

- Radio sites, including towers and equipment shelters;
- Antennas and feedlines;
- GPS clocks, uninterruptible power supplies, DC power plants and batteries, generators and HVAC systems;
- Site security and road access equipment;
- Land mobile radio transmitters and receivers;
- Microwave radio transmitters and receivers;
- Combiners and multi-couplers;
- Site controllers to include comparators;
- Switchers and routers;
- Various software, network and database licenses;
- Recorders;
- Consoles;
- Mobile, portable and desk top radios, including repeaters;
- Radio accessories including but not limited to microphones, antenna, batteries, chargers, cases;
- Various IT related equipment, accessories and installation materials

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

EOTSS shall submit quarterly reports to EOPSS detailing activity and spending.

Amended Language: Add the following language:

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS



EOTSS shall report all expenditure information to EOPSS/State 911 Department on a quarterly basis. Such report shall include, but not be limited to, all procurements, whether made by EOTSS or other entity including but not limited to, "Operable User" Grantees. The report shall include a description of any such expenditure including transaction numbers; transaction dates, vendors, equipment model and serial numbers, price per unit and the name of the EOTSS manager who attested to the purchase

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

*Obligations were incurred by ITD (the child) in the amount of \$2,280.00 for the time period beginning on 8/4/2019 through execution of this Agreement, a time prior to the **Effective Date** of this Agreement for which a payment obligation has been triggered and are intended to be part of this Agreement and shall be considered a final **Settlement and Release** of these obligations which are incorporated herein, and upon payment of these obligations, ITD (the child) forever releases the EPS (the parent) or the Commonwealth from any further claims related to these obligations.*

Amended Language: Add the following language:

All expenditures shall be consistent with M.G.L. c. 6A, sections 18A, 18B and 18H, DTC order, State procurement law and regulation. In order to ensure compliance with DTC order, the Secretary of EOTSS (or his/her designee) shall execute an affirmation for each purchase order or like transaction. Such affirmation shall be similar in wording to the draft attached hereto as "Exhibit #1". Upon execution, said affirmation shall become a permanent part of the procurement file. Expenditures made from this ISA shall only be used to satisfy the costs of:

- project management;
- network design, engineering, preparation, upgrade, installation and equipment;
- radio site design, engineering, preparation, upgrade, installation and equipment;
- central switching design, engineering, preparation, upgrade, installation, and equipment;
- portable and mobile radios for all "Operable Users";
(Subject to State Comptroller approval, EOTSS may create a grant program pursuant to 815 CMR 2.00 et seq., and disburse funds to eligible "Operable Users", for the sole purpose of providing financial assistance to those who must replace mobile and portable radios in order to continue using the CoMIRS system during and after its upgrade. Eligible Grantees will purchase certain P25 mobile and portable radios from either Motorola or Kenwood, pursuant to terms and pricing negotiated by EOTSS, exclusively for the CoMIRS improvement project.)
- dispatch console equipment; and,
- other related services/equipment that will serve to modernize, improve or expand the Commonwealth's Interoperable Radio System.

ATTACHMENT B - BUDGET

Check one:

☐ Initial ISA Budget

☒ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$ 900,674.04

PRIOR MMARS DOCUMENT ID: ISA EPS A0870911 ITD20A (for reference - if applicable)

CURRENT DOC ID: ISA EPS A0870911 ITD20A

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

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Seller/Child Account	Object Class	Description	Initial ISA Amount / or Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	New Amount After Amendment
2020	80000911	UU	IT Staff Aug Professionals	\$ 724,798.00	+	\$15,000		\$739,798
2020	80000911	AA	Payroll	\$ 76,800.00				\$76,800
2020	80000911	BB	Employee Expenses	\$500.00				\$500
2020	80000911	DD	Fringe (2.43%)	\$ 1,866.24				\$1,866.24
2020	80000911	EE	Indirect Cost (10%)	\$ 81,709.80	+	\$31,500.20		\$113,210
2020	80000911	UU	Travel and Telecom Expenses	\$ 15,000.00				\$15,000
2020	80000911	UU	IT Equipment/Services	\$0.00	+	\$1,412,908		\$1,412,908
2021	8000-0911	AA	Payroll	\$0.00	+	\$70,000		\$70,000
2021	8000-0911	BB	Employee Expenses	\$0.00	+	\$500		\$500
2021	8000-0911	DD	Payroll Tax	\$0.00	+	\$1,701		\$1,701
2021	8000-0911	EE	Indirect Cost	\$0.00	+	\$122,550		\$122,550
2021	8000-0911	NN	Renovations	\$0.00	+	\$1,500,000		\$1,500,000
2021	8000-0911	UU	IT Equipment/ Services	\$0.00	+	\$39,135,159		\$39,135,159
2022	8000-0911	AA	Payroll	\$0.00	+	\$70,000		\$70,000
2022	8000-0911	BB	Employee Expenses	\$0.00	+	\$500		\$500
2022	8000-0911	DD	Payroll Tax	\$0.00	+	\$1,701		\$1,701
2022	8000-0911	EE	Indirect Cost	\$0.00	+	\$123,050		\$123,050
2022	8000-0911	NN	Renovations	\$0.00	+	\$1,500,000		\$1,500,000
2022	8000-0911	UU	IT Equipment/ Services	\$0.00	+	\$35,330,238		\$35,330,238
2023	8000-0911	AA	Payroll	\$0.00	+	\$70,000		\$70,000
2023	8000-0911	BB	Employee Expenses	\$0.00	+	\$500		\$500
2023	8000-0911	DD	Payroll Tax	\$0.00	+	\$1,701		\$1,701
2023	8000-0911	EE	Indirect Cost	\$0.00	+	\$123,550		\$123,550
2023	8000-0911	NN	Renovations	\$0.00	+	\$1,500,000		\$1,500,000
2023	8000-0911	UU	IT Equipment/ Services	\$0.00	+	\$23,935,238		\$23,935,238
2024	8000-0911	AA	Payroll	\$0.00	+	\$70,000		\$70,000

2024	8000-0911	BB	Employee Expenses	\$0.00		+	\$500		\$500
2024	8000-0911	DD	Payroll Tax	\$0.00		+	\$1,701		\$1,701
2024	8000-0911	EE	Indirect Cost	\$0.00		+	\$84,050		\$84,050
2024	8000-0911	UU	IT Equipment/ Services	\$0.00		+	\$14,981,846		\$14,981,846

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA									
FISCAL YEAR: 2020				SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)					
FISCAL YEAR: 2021				SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)					
FISCAL YEAR: 2022				SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)					
FISCAL YEAR: 2023				SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)					
FISCAL YEAR: 2024				SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)					
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)								\$120,985,067.24	

Additional Budget Specifications:

ATTACHMENT C - FEDERAL GRANT SELLER/CHILD ACCOUNT

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

New ISA ISA AMENDMENT		BUDGET FISCAL YEAR:	
BUYER/PARENT DEPARTMENT:		SELLER/CHILD DEPARTMENT:	
CTR ONLY - REVENUE BUREAU WILL ASSIGN			
Revenue Budget		Revenue Source	
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW			
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)			
Appropriation Number:	Payroll Indicator:	Yes	No
Budgetary Estimated Receipts \$	BGCN Document Identification No.:		
COST ACCOUNTING STRUCTURE (BGRG- BQ88)			
Total Maximum Obligation of ISA: \$	BGRG Document Identification No.:		
MAJOR PROGRAM TABLE SET-UP			
Major Program (6 chars. or less):	Major Program Short Name (same as appropriation number):		
Major Program Name:			
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD			
Effective From Date:	Effective To Date:		
Program Period:			
Program Period Name:	Program Period Short Name:		
PROGRAM TABLE SET-UP			
Effective From Date:	Effective To Date:		
Program Name:	Program Short Name:		
Program Code: (MUST START WITH "F" followed by up to 9 characters) F	Sub Account:		
FUNDING PROFILE - FUNDING LINE			
Draw Name:	Customer ID	Payment System Code - Check one option only	
EDCAPS:	VC7000000001	D	
ECHO:	VC7000000002	E	
LOCES:	VC7000000003	L	
SMARTLINK:	VC7000000004	S	
ASAP- OTHER:	VC7000000005	Y	
ASAP:	VC7000000006	Z	
GRANT- NON DRAW:	VC7000000007	No Code	
FUNDING IDENTIFICATION			
Federal Catalog Agency: (2 digit code)	Federal Catalog Suffix: (3 digit code)		
Letter of Credit No.:			
Authorized Signatory Seller/Child Department:	Date:	Name:	

EXHIBIT #1

Certification for the Purchase of Services or Commodities From Account 8000-0911

1. I hereby certify that the purchase of the public safety radio infrastructure/equipment/services as described in

<< describe purchase order or authorization>>

is a prudent and reasonable measure intended to enhance the administration and/or operation of the Commonwealth's E-911 service, to include the Commonwealth's emergency response public safety network.

2. I hereby certify that the disbursement of funds, equal to the financial obligation created by the above referenced purchase, complies with all terms and conditions set-forth in the Interdepartmental Service Agreement (ISA) that made such funds available to the Executive Office of Technology Services and Security by the Executive Office of Public Safety and Security (Account 80000911).

Name: _____

Signature: _____

Title: _____

Date: _____