



**Massachusetts Gaming Commission
101 Federal Street, 12th Floor, Boston, MA 02110**

Appendix C

**2018 COMMUNITY MITIGATION FUND
Specific Impact Grant Application
BD-18-1068-1068C-1068L-22137**

Please complete entire Application

Massachusetts Department of State Police

1. NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT

Michelle Small, Chief Administrative Officer

2. NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

470 Worcester Road, Framingham MA 01702

3. ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

(508)-820-2366 Michelle.Small@massmail.state.ma.us

4. PHONE # AND EMAIL ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

Deborah Broderick, Director of Finance

5. NAME AND TITLE OF CONTRACT MANAGER RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

470 Worcester Road, Framingham MA 01702

6. ADDRESS OF CONTRACT MANAGER RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

(508)-820-2146 Deborah.Broderick@Massmail.state.ma.us

7. PHONE # AND EMAIL ADDRESS OF CONTRACT MANAGER ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

Wynn Everett, MGM Springfield, Plainridge Park Casino

8. NAME OF GAMING LICENSEE

1. IMPACT DESCRIPTION

Please describe in detail the impact that is attributed to the construction of a gaming facility. Please provide support for the determination that the construction of the gaming facility caused or is causing the impact.

SEE "ATTACHMENT 1"

2. PROPOSED MITIGATION

- a) Please identify the amount of funding requested.
- b) Please identify below the manner in which the funds are proposed to be used.
- c) Please provide documentation (e.g. - invoices, proposals, estimates, etc.) adequate for the Commission to ensure that the funds will be used for the cost of mitigating the impact from the construction of a proposed gaming establishment.
- d) Please describe how the mitigation request will address the specific impact indicated. Please attach additional sheets/supplemental materials if necessary.

SEE "ATTACHMENT 1"

3. CONNECTION TO GAMING FACILITY

Please provide specificity/evidence that the requested funds will be used to address issue or impacts directly related to the gaming facility.

The requested funds will be used by the MSP to hire, train and compensate the 43 Troopers who will be assigned to the MGC Gaming Enforcement Unit. These Troopers will provide certain investigative and enforcement police services in and around the Commonwealth ' s gaming facilities. On January 25, 2018, the MSP graduated a Class of 174 new Troopers. This graduation was highly publicized and reported in both the print and electronic media. Forty three of these new Troopers will be permit the MGC to increase their Gaming Enforcement Unit by the same number. After an internal review of their staffing needs it was the MGC that requested that the Gaming Enforcement Unit be expanded by 43 Troopers. The MSP has facilitated MGC ' s request for these 43 additional Troopers and now seeks the subject grant funds necessary to make itself whole.

4. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS

Please provide detail regarding the controls that will be used to ensure that funds will only be used to address the specific impact. If non-governmental entities will receive any funds, please describe what reporting will be required and how the applicant will remedy any misuse of funds.

Whereas the MSP agreed in June of 2017 to assist the MGC by covering all expenses associated with the 43 Troopers that the MGC requested, nearly 80% of what has been requested from the Community Mitigation Fund has already been expended. The balance of the grant funds will be used to pay salaries and employee expenses. The personnel costs to be made between now and May 1, 2108, are non-discretionary and will not be used for any other purpose. All expenditures made and planned, are consistent with the attached spending plan.

5. RELEVANT EXCERPTS FROM HOST OR SURROUNDING COMMUNITY AGREEMENTS

Please describe and include excerpts from any relevant sections of any Host or Surrounding Community Agreement. Please explain how this impact was either anticipated or not anticipated in that Agreement.

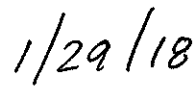
The Massachusetts State Police is an Executive Branch Agency within the Commonwealth of Massachusetts (Chapter 412 of the Acts of 1991); accordingly the MSP is not a municipality. As such the MSP does not have a " Host or Surrounding Community Agreement " .

CERTIFICATION BY MUNICIPALITY/GOVERNMENTAL ENTITY

On behalf of the aforementioned municipality/governmental entity I hereby certify that the funds that are requested in this application will be used solely for the purposes articulated in this Application.



Signature of Responsible Municipal
Official/Governmental Entity



Date



*The Commonwealth of Massachusetts
Department of State Police*

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

DANIEL BENNETT
SECRETARY

COLONEL KERRY A. GILPIN
SUPERINTENDENT

Office of the Superintendent

470 Worcester Road

Framingham, Massachusetts 01702

Telephone (508) 820-2350

ATTACHMENT 1 – MASSACHUSETTS STATE POLICE GRANT APPLICATION

2018 COMMUNITY MITIGATION FUND Specific Impact Grant Application BD-18-1068-1068C-1068L-22137

2018 Community Mitigation Fund

Massachusetts Department of State Police

1. NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT

Michelle Small, Chief Administrative Officer

2. NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

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7. PHONE # AND EMAIL ADDRESS OF CONTRACT MANAGER ON BEHALF OF

MUNICIPALITY/GOVERNMENTAL ENTITY

Wynn Everett, MGM Springfield, Plainridge Park Casino

8. NAME OF GAMING LICENSEE

2018 SPECIFIC IMPACT GRANT APPLICATION Page 2

1. IMPACT DESCRIPTION

In response to the Commonwealth of Massachusetts' Gaming Commission's Request for Response, "Document Title": 2018 Community Mitigation Fund, COMMBUYS Bid #: BD-18-1068C-1068L-22137, December 21, 2017", the Massachusetts Department of State Police (hereinafter MSP) submits this grant application in the amount of \$2,516,948.00.

As a direct impact of Chapter 194 of the Acts of 2011, [An Act Establishing Expanded Gaming in the Commonwealth], the construction of the several gaming facilities in the Commonwealth and the statutory mandates of M.G.L. chapters 22C and 23K the Massachusetts State Police must now provide certain investigative and enforcement police services in and around the Commonwealth's gaming facilities. This increased demand for service has necessitated the hiring and training of 43 new State Troopers. The total cost of these new hires equals \$2,516,948. The cost of these 43 Troopers has not been otherwise included in the Department's annual appropriation nor has it been included in any other special appropriation.

Pursuant to M.G.L. chapter 23K section 61, the Massachusetts Gaming Commission (hereinafter MGC) is authorized to expend funds to offset, "... costs related to the construction and operation of a gaming establishment including, but not limited to, communities . . . in the vicinity of a gaming establishment, local and regional education, transportation, infrastructure, housing, environmental issues and public safety, including the office of the county district attorney, police, fire and emergency services". The statute provides further that, "[t]he Commission may, at its discretion, distribute funds to a governmental entity or district other than a single municipality in order to implement a mitigation measure that affects more than 1 municipality; . . ." As an applicant for 2018 Community Mitigation Funds, the Massachusetts State Police contends that as a governmental agency that provides public safety services in and around gaming facilities it satisfies all eligibility requirements for the grant as set forth in M.G.L. chapter 23K section 61 and other related announcements and bulletins.

The Massachusetts Department of State Police is a recognized government entity whose mission, in relevant part is to provide for the public safety by providing quality police services and reducing crime through investigation (MSP General Order ADM-02). Specifically, MGL chapter 22C section 70 directs the Colonel of the State Police to establish a gaming enforcement unit whose duties include the investigation of criminal violations of Chapter 23K. As well, section 70 requires that the MSP's Gaming Enforcement Unit work with the MGC's Investigation and Enforcement Bureau. In accordance with chapter 23K section 6(f), the State Police Gaming Enforcement Unit, "... shall have exclusive police jurisdiction over any criminal activity relating to the operation of a gaming establishment or relating to games or gaming that occur inside a gaming establishment, . . ." Beyond being vested with exclusive jurisdiction over any gaming related criminal activity occurring inside a gaming establishment, the Massachusetts State Police also has concurrent jurisdiction on all other police matters. In consideration of these statutory mandates the MSP is intrinsically connected with the MGC and moreover, the gaming industry. The MSP is exclusively responsible for the enforcement of all laws that have been enacted to ensure the integrity of the gaming industry and the safety of those who interface with it. As a matter of law, sound public policy and operational necessity, the MSP, provides a unique and specialized law enforcement service to the MGC. The Massachusetts State Police is an essential partner with the MGC. The MGC and the MSP collaborate and coordinate resources in order to zealously advance the stated "paramount policy objective" of M.G.L. chapter 23K, that being to . . . "ensure public confidence in the integrity of the gaming licensing process and in the strict oversight of all gaming establishments. . ."

In 2014 and with a desire to formalize and strengthen the partnership that is contemplated in chapter 23K, the MSP and MGC entered into a Memorandum of Understanding (MOU). This MOU has served as the foundation of the parties' relationship for three years. A copy of the MOU is attached and incorporated herein by reference. A significant portion of the MOU memorializes the State Police's commitment to the mandates of chapter 23K. Notwithstanding the terms of the MOU, the State Police must routinely balance resources against demands. In plain terms, the State Police must respond to an ever growing need for service with a finite number of Troopers.

Predicated upon financial and operational constraints the Massachusetts State Police has, over the last ten years, often found itself operating with far less Troopers than it needs to respond to all calls for service. In 1993, shortly after the Commonwealth's 1991 Police Consolidation Act, Northwestern University conducted a staffing analysis to determine how many Troopers were necessary to satisfy the Department's core mission. Northwestern determined that the Department needed some 2,500 Troopers to satisfy its core mission. More than ten years later in 2005, the Department commissioned a second staffing study. This study was conducted by senior MSP staff officers and concluded that the additional "Homeland Security" demands created by the "September 11th Attack on America", not only validated the Northwestern University findings but supported the notion that several hundred more Troopers were needed above the 1993 estimate.

Since 2005 the Department's Troop strength reached 2,500 only once (September 2006 – April 2007). Between 2005 and 2011 the Department's average Troop Strength was 2,310 (190 less than the 1993 Northwestern recommendation). Far more concerning is the fact that the Department's average Troop Strength between 2011 and 2017 declined to 2,140. The challenges of operating the MSP with 360 Troopers less than our 1993 staffing recommendation and some 500+ less than the 2005 recommendation has forced the MSP Command Staff to constantly realign priorities and shift deployments. Long term commitment to objectives and the ability to strategically deploy personnel have been the victims of these organizational challenges.

Further complicating the challenges of managing a workforce that is constantly changing, is the way the MSP hires its sworn personnel. The MSP hires and trains Troopers in large groups, referred to as Recruit Training Troops or "RTT's". Candidates for appointment to a Recruit Training Troop are processed from an initial appointment eligibility list that is created by a competitive examination. The appointment process is highly competitive and includes fitness, medical and psychological assessments as well as a comprehensive background investigation. The selection process takes six months. A typical RTT will begin with ~225 Trainees. The academic, psychological and physical rigors of the State Police Academy result a relatively high attrition rate. Typically, nearly 30% of those appointed to an RTT will resign before graduation.

A State Police Recruit Training Troop is not only time consuming it is expensive. The cost per trainee for of an RTT is ~\$40,000. Accordingly, a class of 100 recruits will cost ~\$4M. Because the cost of an RTT is so expensive the Department cannot absorb such a sizable demand into its annual operating appropriation; consequently, every time the Department seeks to increase its Troop Strength a special funding authorization must be approved by the legislature. This requirement makes it extremely difficult for the MSP to predict when its next class may be approved. There is no defined schedule for RTT's; in fact between 2006 and 2012 the State Police were not funded for any classes.

In the spring of 2017 the MSP was authorized a modest amount of state funding for a new State Police Recruit Training Troop (the 83rd RTT). As originally funded, the 83rd RTT would have graduated 70 new Troopers. These 70 Troopers would have to be distributed among thirty-five MSP field stations, twelve district attorneys' offices, a number of state-wide units such as the Fire Marshal's Office and the Attorney General's Office, to name but a few. In light of the limited impact that a state funded class would have on the MGC and the fact that neither the MSP or MGC could predict when the next RTT would be authorized the MSP and the MGC quickly recognized the need to secure a sufficient number of Troopers to address the MGC State Police personnel needs through the projected opening date of the Wynn gaming facility in Everett. The complicating factor was that the MGC was unable to identify funds to support the additional Trainees at the time the class was being appointed. Notwithstanding MGC's inability to reimburse the State Police for the 43 Trainees the MGC and the MSP entered into an informal agreement that required the MSP to financially support the additional 43 Trainees in the 83rd RTT. By doing this the MGC would be able to benefit from the assignment of a like number of Troopers once the class completed its training. The 43 Troopers will be assigned by MGC as follows:

Assignment	Number of Troopers	Approx. Date of Assignment
Gaming Enforcement Unit – Springfield MGM	19	05/01/2018
Gaming Enforcement Unit – Everett Wynn	19	"mid-FY19"
Gaming Enforcement Unit - IEB	1	05/01/2018
Attorney General's Office	4	05/01/2018

In good faith and in recognition of MGC's need for additional Troopers, the MSP has assumed all costs for the 43 Trainees, leveraging operational funds that are now needed for other financial commitments. All said, the MSP will

have leveraged \$2,516,948.00 of its FY18 operational funds for the direct benefit of the Gaming Commission. Absent the MSP's willingness to advance these funds, the MGC would not be in a position to accept the assignment of the 43 Troopers that they have determined necessary to fulfill their mission. A detailed cost analysis for these 43 Troopers is attached and incorporated herein by reference. The MSP now looks to the MGC to determine the appropriate Fiscal Year 2018 funding source for the \$2,516,948.00 the MSP needs to discharge the financial liability it has incurred so that the requisite numbers of Troopers are available for the opening of the Springfield and Everett gaming facilities. By authorizing these grant funds the MGC will satisfy its commitment to make the MSP whole and be positioned to ensure the public's confidence in the integrity of the gaming industry in Massachusetts.

2. PROPOSED MITIGATION

a) \$2,516,948.00

The MSP will use the grant funds to hire, train and compensate 43 State Police Trainees who were appointed to the State Police Academy on August 14, 2017. These 43 Trainees graduated from the State Police Academy on January 25, 2018. Effective January 26, 2018 the balance of the grant funds will be used to cover all salary and employee expenses of these 43 Troopers through May 1, 2018 (their 90 day Field Training). The attached spending plan details spending by amounts and object classes for the total grant amount. Per the 2018 Community Mitigation Fund Grant, specific impact grants are capped at \$500,000 without waiver authorization. Whereas the Massachusetts State Police seeks mitigation in the amount of \$2,516,948.00 the Massachusetts State Police hereby requests a waiver of the stated cap.

- b) The MSP will use the grant funds to hire, train and compensate 43 State Police Trainees who were appointed to the State Police Academy on August 14, 2017. These 43 Trainees graduated from the State Police Academy on January 25, 2018. Effective January 26, 2018 the balance of the grant funds will be used to cover all salary and employee expenses of these 43 Troopers through May 1, 2018 (their 90 day Field Training). The attached spending plan details spending by amounts and object classes for the total grant amount.
- c) The attached spending plan details the MSP's distribution plan for \$2,516,948.00 in Community Mitigation Funds. To be clear the MSP has already incurred and expended more than \$1.7M in expenses to have 43 Troopers ready for assignment to the MGC by May 1, 2018. The MGC and MSP agreed in June of 2017 that the MSP would assume all the expenses for the 43 Trainees asked for by the MGC subject to the MSP applying for the 2018 Community Mitigation Grant. In good faith and as a cooperative partner with MGC, the MSP has covered all expenses for the 43 Trainees to date. The MSP now seeks the grant funds that are necessary to make itself whole. These funds are needed as soon as possible in order for the MSP to avoid an otherwise inevitable deficiency for FY18.
- d) The MSP's mitigation request will be used to "reimburse" itself for expenditures made to date and forward through May 1, 2018 for the hiring, training and compensation of the 43 Troopers requested by MGC.

3. CONNECTION TO GAMING FACILITY

The requested funds will be used by the MSP to hire, train and compensate the 43 Troopers who will be assigned to the MGC Gaming Enforcement Unit. These Troopers will provide certain investigative and enforcement police services in and around the Commonwealth's gaming facilities. On January 25, 2018, the MSP graduated a Class of 174 new Troopers. This graduation was highly publicized and reported in both the print and electronic media. Forty three of these new Troopers will be permit the MGC to increase their Gaming Enforcement Unit by the same number. After an internal review of their staffing needs it was the MGC that requested that the Gaming Enforcement Unit be expanded by 43 Troopers. The MSP has facilitated MGC's request for these 43 additional Troopers and now seeks the subject grant funds necessary to make itself whole.

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Whereas the MSP agreed in June of 2017 to assist the MGC by covering all expenses associated with the 43 Troopers that the MGC requested, nearly 80% of what has been requested from the Community Mitigation Fund has already been expended. The balance of the grant funds will be used to pay salaries and employee expenses. The personnel costs to be made between now and May 1, 2108, are non-discretionary and will not be used for any other purpose. All expenditures made and planned, are consistent with the attached spending plan.

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DEPARTMENT OF STATE POLICE

RTT Class of 174

Aug 14th, 2017 Start; Graduation Jan 25, 2018

Cost of Training Class

Class length, 24 weeks

		MSP	Gaming	MassDOT	MassPORT
Number of Trainees	174	71	43	30	30
Weeks	24.0	24.0	24.0	24.0	24.0
	100%	100%	100%	100%	100%
AA: SALARIES: TRAINEES					
573 \$573/wk X FTEs for 23 weeks	\$2,392,848	\$976,392	\$591,336		
OVERTIME					
Supply: 8hrs/wk*\$22/hr*7wks*2 FTEs	\$2,464	\$1,005	\$609		
Academy secretarial: 8hrs/wk*\$22/hr*23wks*1 FTE	\$4,224	\$1,724	\$1,044		
Human Resources: 8hrs/wk*\$29/hr*7wks*3 FTEs	\$4,872	\$1,988	\$1,204		
Sworn OT: Barracks coverage/night training/instructors	\$1,296,000	\$528,828	\$320,278		
Sworn OT: Certification Unit background checks	\$64,800	\$26,441	\$16,014		
Total Overtime	\$1,372,360	\$559,986	\$339,146		
TOTAL AA	\$3,765,208	\$1,536,378	\$930,482		
DD: MEDICAL SCREENING/PAYROLL TAXES					
\$230 X FTEs medical screening tests	\$138,000	\$56,310	\$34,103		
prescription drugs/pharmaceuticals	\$3,480	\$1,420	\$860		
Payroll Taxes chargeback @ 1.67%	\$62,502	\$25,504	\$15,446		
Sick Call [3hrs wkx23wksx\$75] Hep b [4hrsx3timesx\$50/hr]	\$6,000	\$2,448	\$1,463		
TOTAL DD	\$209,982	\$85,682	\$51,892		
EE: ADMIN SUPPLIES & EXPENSES					
Graduation ceremony	\$27,000	\$11,017	\$6,672		
awards, invitations, programs, diplomas, etc.	\$5,000	\$2,040	\$1,236		
Printing Admin Supplies	\$18,000	\$7,345	\$4,448		
Water/adm supplies	\$10,000	\$4,080	\$2,471		
TOTAL EE	\$60,000	\$24,483	\$14,828		
FF: UNIFORM PARTS & WEAPONS					
PT gear for instructors	\$6,250	\$2,550	\$1,545		
Law and medical books	\$26,100	\$10,650	\$6,450		
\$9,000 PER FTE (includes weapon, vest and parts for cruisers)	\$1,566,000	\$639,000	\$387,000		
Drug Testing Kits \$17/kit 3 test per academy	\$8,874	\$3,621	\$2,193		
TOTAL FF	\$1,607,224	\$655,821	\$397,188		
HH: PSYCHOLOGICAL TESTS					
\$200 X FTEs, psychological screening tests phase 1 & 2	\$100,000	\$40,805	\$24,713		
TOTAL HH	\$100,000	\$40,805	\$24,713		
JJ: OPERATIONAL SERVICES					
Meals \$95/wk per FTE	\$396,720	\$161,880	\$98,040		
Laundry \$830/mo	\$4,009	\$1,636	\$991		
Temp Clerical Services: \$18.5/hr*37.5hrs*23wks	\$16,650	\$6,784	\$4,115		
Outside Speakers	\$5,000	\$2,040	\$1,236		
TOTAL JJ	\$422,379	\$172,350	\$104,381		
KK: EQUIPMENT PURCHASE					
Law Enforcement Equipment	\$10,000	\$4,080	\$2,471		
TOTAL KK	\$10,000	\$4,080	\$2,471		
NN: INFRASTRUCTURE					
Building Cleaning (diff. with cost for class)	\$15,000	\$6,121	\$3,707		
TOTAL NN	\$15,000	\$6,121	\$3,707		
UU: INFORMATION TECHNOLOGY					
Radios @ \$4,500 per radio: Mobile and portable	\$783,000	\$319,500	\$193,500		
TOTAL UU	\$783,000	\$319,500	\$193,500		
COST OF CLASS	\$6,972,793	\$2,845,220	\$1,723,162		
	\$40,073.53	\$40,073.53			

Trooper Step 1 During Break-in (Jan 28-Apr 21, 2018)

Salary = \$2521.69+\$80+(\$150/2)	\$2,676.69	\$2,676.69	\$2,676.69
6 PPDs in FY18 on 8100-1001	\$2,794,464.36	\$1,140,269.94	\$690,586.02
Per Diem = \$40/day for 60 days (Jan 7-March 31, 2018)	\$417,600	\$170,400	\$103,200
Total Break-in Cost	\$3,212,064	\$1,310,670	\$793,786

Total Training - Breakin Cost

Total Training - Break-in Cost	\$10,184,858	\$4,155,890	\$2,516,946
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Senior Officers - Trooper 1st Class Masters (4/21/18) Transf to MassDOT, PORT, MGC

Salary = \$4,356.10+\$80	\$4,436.10		\$4,436.10
5 PPDs in FY18 on 8100-1001	\$3,234,816.45	\$1,371,654.45	\$532,332.00
Total FY18 Cost	\$13,419,674	\$5,527,545	\$3,049,280

Average Monthly Cost \$254,106.63

*MSP is paying for 19 Troopers and MGC is paying for 24 Senior Troopers



TO: Budget File
FROM: Edward R. Bedrosian Jr., Executive Director
CC: Derek Lennon, CFAO; Karen Well, Director I.E.B.
DATE: June 1, 2017
RE: State Police Gaming Enforcement Unit Staffing & Funding Options – FY-18

Based on our internal conversations and a subsequent conversation with Jack Flynn, CAO at the State Police, I understand the MSP staffing requests and the funding options for the gaming portion of the next recruit class scheduled to start in August to be:

1. The Massachusetts gaming commission (MGC) and office of the attorney general (AGO) are requesting 43 troopers¹ be trained in the next recruit class to supplement our eventual requirements:
 - a. 19 Gaming Enforcement Unit troopers stationed at Springfield MGM (18 troopers/sergeants & 1 lieutenant) for gaming enforcement & gaming/service employee licensing;
 - b. 19 Gaming Enforcement Unit troopers stationed at Everett Wynn (18 troopers/sergeants & 1 lieutenant); for gaming enforcement & gaming/service employee licensing;
 - c. One (1) additional Gaming Enforcement Unit trooper in IEB for vendor/key employee licensing;
 - d. Four (4) troopers – AGO (2 backfill/2 additional troopers).
2. The following represents funding necessary for training 43 new troopers is in round numbers:
 - a. \$1.8m for the actual recruit training class from approximately mid-August, 2017 to the end of January, 2018;
 - b. \$800k in salaries for the 43 troopers during the “break-in” period with experienced troopers from the end of January 2018 to the beginning of May 2018.
 - c. The total expenses for training and “break-in” are \$2.6m. (“training costs”)

¹ The newly trained troopers from this recruit training class will be assigned to general state police duty and more experienced troopers will be recruited/assigned to the Gaming Enforcement Unit of the MSP.

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Massachusetts Gaming Commission

3. After the training costs, the operational costs to be reimbursed by the Commission would be:
 - a. 19 MGM troopers who would join us in approximately May to start preparing for the opening of MGM Springfield in September.
 - b. One (1) Boston trooper to supplement the vendor/key executive backgrounds;
 - c. Four (4) AGO troopers (2 backfill/2 new troopers) (This would be part of the AGO MSP FY 18 budget);
4. After training costs, the state police believe they can pick up the operational costs for the 19 Wynn troopers until they are needed in mid-FY 2019 to begin preparing for the opening of Wynn. (The state police reserve the right to discuss funding request for the ending of FY 2018, approximately 2 months, if they have budget challenges at the end of FY 18. If that scenario happened, they would commit to funding the FY 2019 period during which we did not need the troopers).
5. The funding options for the training costs are as follows:
 - a. Assessing our licensees now;
 - b. The state police can run the class for the 43 troopers but need a funding source identified by end of calendar year 2017 with a mechanism to begin paying the incurred training costs by February of 2018;
 - i. The state police have agreed to apply for a grant to pay for the training costs – they are exploring the option of an early Community Mitigation Fund Grant in early 2018;
 - ii. If the state police are unable to secure funding for the training costs through a grant, the Commission will assess the licensees, proportionally, and the licensees will need to pay this assessment.



Massachusetts Gaming Commission



COLONEL RICHARD D. MCKEON
SUPERINTENDENT

The Commonwealth of Massachusetts
Department of State Police

Office of the Superintendent
470 Worcester Road
Frammingham, Massachusetts 01702
Telephone (508) 820-2350

June 21, 2017

Edward Bedrosian
Executive Director
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

Dear Mr. Bedrosian:

The Massachusetts State Police has reviewed your June 1, 2017 internal memorandum regarding "State Police Gaming Enforcement Unit Staffing and Funding Options – FY'18".

Based upon the representation advanced in the above referenced memo and previous acknowledgments that the terms of the memo accurately reflect earlier conversations, I am pleased to inform you that we will hire and assign 43 trainees to the 83rd Recruit Training Troop in support of the Massachusetts Gaming Commission's mission. The cost of these 43 trainees will be assumed by the Gaming Commission and satisfied by either by grant or conventional reimbursement methods as further detailed in your memo.

The 83rd Recruit Training Troop will start on Monday, August 14, 2017.

Thank you for your confidence in and, support of the Massachusetts State Police. We are privileged and honored to be partnered with the Massachusetts Gaming Commission. Collectively, we will ensure that the Massachusetts gaming industry remains compliant with all relevant laws and regulations.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard D. McKeon".

Colonel Richard D. McKeon
Superintendent

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
MASSACHUSETTS GAMING COMMISSION
AND THE
MASSACHUSETTS DEPARTMENT OF STATE POLICE**

This Memorandum of Understanding ("MOU") is entered into and made effective this _____ day of February, 2014 by and between the Massachusetts Gaming Commission (hereinafter "Commission") and the Massachusetts Department of State Police, (hereinafter "MSP"). The Commission and the Department shall hereinafter be recognized as the "Parties".

WITNESSETH THAT:

WHEREAS, M.G.L. c. 22C §70 directs the Colonel of the State Police to establish a gaming enforcement unit whose duties shall include but not be limited to, the investigation of criminal violations of M.G.L. 23K or any other general or special law pertaining to gaming, and;

WHEREAS, M.G.L. c.23K, as may be amended, establishes the Commission and grants to it certain powers and authority as provided in c. 23K and the regulations, as may be amended and as promulgated thereunder; and

WHEREAS, M.G.L. c. 22C, §70 establishes a gaming enforcement unit in the MSP which shall work with the Commission's Investigation and Enforcement Bureau ("IEB") and further, section 6 (f) of c. 23K describes the authority granted to MSP; and

WHEREAS, the Parties wish to enter into this MOU to more fully describe the roles and responsibilities of each party in fulfilling their statutorily required obligations;

NOW, THEREFORE, the Parties mutually agree to the following:

1. The MSP, in consultation with the IEB, shall determine the authorized and approved complement of Troopers, Non-Commissioned Officers, Commissioned Officers and Staff Officers to provide police services to the Commission's Gaming Enforcement Unit, (hereinafter the "Unit"). Said Unit shall be a unit within the MSP's Division of Investigative Services. This authorized and approved complement of personnel shall hereafter be referred to as the "Staffing Plan". The Staffing Plan shall include the number and rank of personnel assigned to the Unit. The Staffing Plan will be reviewed annually by the Parties to ensure that staffing levels are reasonably appropriate to meet the requirements of M.G.L. c. 23K; provided however the Parties recognize that staffing levels at the Gaming Unit may, from time to time, be negatively or positively affected by the MSP's actual "troop strength" and operational demands. The Parties agree to work in good faith to provide the Commission its desired level of staffing, recognizing the

Commission's investment in Recruit Training positions, as well as the MSP's obligation to support public safety across the Commonwealth. The MSP agrees that the IEB will be consulted before any decisions are made that directly result in declining staffing levels in the Unit. The Parties further agree that the IEB can require MSP to remove personnel from the Unit, for reasons including, but not limited to, performance, rotation or change in work load or skills required, and/or any other lawful reason; consistent with established practices in the Division of Investigative Services. Any such removal(s) shall be made pursuant to and in accordance with the applicable Commonwealth-State Police Association of Massachusetts (S.P.A.M., Unit 5A) Collective Bargaining Agreement, Department Rules & Regulations, Department Policies & Procedures, and/or Massachusetts law. The IEB agrees that if the MSP experiences "declining troop strength" or contrary action is required by operational demands, the MSP may not be able to replace personnel that have been removed by IEB request. Notwithstanding the current office support incumbent, the MSP shall not be responsible for the assignment nor the compensation of civilian support personnel to the Unit.

2. The MSP, in consultation with the IEB, shall assign and deploy such personnel as authorized and approved pursuant to paragraph 1; provided however, assignments and deployments to the various sections of the Commission, including but not limited to field enforcement, background investigations, or other Commission functions, shall be consistent with law, MSP Policy & Procedure and Rule and Regulation, as well as all terms and conditions of Unit 5A's Collective Bargaining Agreement. The Parties agree that pursuant to M.G.L. c. 22C, §70, MSP personnel assigned to the Unit will comply with the Commission's enhanced ethics code required by M.G.L. c. 23K §3 (m).
3. The MSP, in consultation with the IEB shall, from time to time, appoint a qualified member of the MSP to serve as the Unit's Commanding Officer.
4. All MSP members assigned to the Unit and any MSP Trainee whose compensation is paid in whole or in part by the Commission, without exception and at all times, shall remain employees of the State Police. As such, said members and Trainees shall be governed by, be subject to, and comply with Department Rules and Regulations, Policies and Procedures, Employee Evaluation System, the Unit 5A Collective Bargaining Agreement, as well all other applicable general or special laws.
5. MSP members assigned to the Unit shall remain at all times within the organizational and operational control of the MSP. The IEB may from time to time define operational priorities and core expectations for the MSP members assigned to the Unit and shall transmit them to the MSP's Division Commander for Investigative Services. The Division Commander for Investigative Services shall, to the extent such priorities and expectations are not in conflict with Department Rules and Regulations, Policies and Procedures, Employee

Evaluation System, labor agreements, any general or special law or, any public policy, direct the Unit's Commanding Officer to coordinate with IEB and deliver services in a manner that best advances such priorities and expectations.

6. The MSP, through its Division Commander for Investigative Services, shall to the extent consistent with law, labor agreements, MSP Rule and Regulation and MSP Policy and Procedure, authorize the issuance of Unit/Section Orders that will advance the efficient administration of this MOU.
7. The Commission shall not be obligated under any contract, subcontract, or other commitment made by the MSP, except as otherwise agreed to by the Commission and provided in this MOU. The MSP, pursuant to M.G.L. c. 258 §1 et seq., shall be responsible for any liability to third parties resulting from, arising out of, or relating to the negligent or wrongful actions and/or omissions of MSP members while in the course of their employment or occurring during its performance of the work under this MOU.
8. The Parties agree that sub-sections "a.", "b.", "c." and "d." of this paragraph shall govern the process by which additional MSP Trainees may be added to an MSP Recruit Training Troop for the purpose of further supplementing the Commission's Staffing.
 - a. The Commission may, from time to time, agree that the Commission will fund and in turn the MSP may appoint a mutually agreeable number of recruits to a scheduled MSP Recruit Training Troop. In such instances and, upon the completion of all training as well as the so-called "break-in" period, the MSP, in consultation with IEB and consistent with the Staffing Plan, shall assign a like number of Troopers, Non-Commissioned Officers, Commissioned Officers and/or Staff Officers to the Unit.
 - b. In accordance with sub-section "a." above, the Parties agree that the Commission will sponsor and fund ten State Police Trainees, to be appointed to the 81st Recruit Training Troop ("RTT"). The Commission agrees to assume all financial responsibility for these ten Trainees, commencing the first day of training and continuing through the so-called "break-in" period, subject to the terms and provisions of this MOU.
 - c. The 81st RTT is scheduled to begin on or about December 2, 2013 and will graduate on or about May 9, 2014. The so-called "break-in" period is scheduled to begin on or about May 10, 2014 and will continue through August 2, 2014. The Commission agrees to fund the salaries and all other related training costs of these ten State Police Trainees for 23 weeks of Academy training; provided however, said amount shall not exceed \$210,571. The Commission further agrees, that for the 12 weeks of field training (otherwise described as the "break - in" period) immediately following graduation, the Commission will fund all collectively bargained

compensation (including salaries, shift differential, per diem travel benefits, the "75 mile" travel benefit, and/or any other such benefits) for each of the ten State Police Trainees/Troopers; provided however, said amount shall not to exceed \$158,640. In no event shall the Commission's total obligation, as agreed to pursuant to sub-sections "b" and "c" of this paragraph exceed \$369,211 for the ten State Police Trainees/Troopers appointed to the 81st RTT. (A detailed explanation of the costs associated with the training and break-in period is detailed in "Exhibit 1", attached hereto and incorporated herein.) The MSP shall be responsible for any and all costs in excess of those specifically assumed by the Commission.

- d. If the Parties agree that the Commission will fund additional State Police Trainees in future recruit training troops, the Parties will execute a written amendment to this MOU describing the number of State Police Trainees funded and the costs to be incurred by the Commission.

9. The Parties agree that effective **August 3, 2014** the Commission shall assume financial responsibility for all compensation paid, for all work performed for or on behalf of the Unit, to any sworn MSP personnel assigned to the Unit. The Parties agree that the Commission is not responsible for staffing levels that are reduced due to the negative effects described in paragraph 1. Such financial responsibility shall include regular salary, overtime wages (provided however, overtime shall only be authorized by the IEB), shift differential, per diem travel benefits, the "75 mile" travel benefit, clothing allowances and/or any other like compensatory benefit paid in accordance with law, collective bargaining agreement or practice. The MSP agrees that it will provide the Commission with a report each month detailing the costs incurred by the MSP pursuant to this MOU and such other supporting documentation and data as agreed to by the Parties. The format of the report and the data included therein shall be in the standard reporting format of the MSP. To the extent that the MSP reports may be readily reformatted to accommodate the Commission's preferences the MSP will make such modifications.

10. The Parties agree that the Commission accepts and continues to accept financial responsibility for all overtime payments authorized by the Unit's Commanding Officer prior to August 3, 2014.
11. The Commission shall regularly transfer sufficient funds to the MSP, through an intergovernmental transfer process approved by the MSP, the Commission, and the Comptroller, as reimbursement for any and all costs incurred by the MSP under this MOU. The Parties agree that the funds transfer process shall be timely, transparent, and consistent with the Commonwealth's standard accounting principles. The MSP agrees that the Commission may review and/or audit, either by Commission staff or a third party auditor, any and all documents or other materials that form the basis for reimbursement under this MOU. The MSP

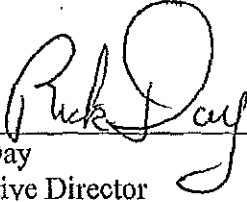
agrees to provide copies of all responsive documentation requested by the Commission and to fully cooperate with any such audit.

12. The Parties agree that in the event a member of the Unit is approved by the MSP's Board on Claims as being injured in the line of duty ("ILD") and is placed on ILD status, or, if a member of the Unit is placed on sick leave, such member shall after 30 consecutive days be automatically transferred out of the Unit without the need for further action by the Commission and onto the MSP's main account pending his/her return to full duty (hereinafter, the "Transfer Period"). During the Transfer Period, the Commission shall not be responsible for any costs associated with that member, including but not limited to the member's salary, benefits, medical expenses, all other treatment related expenses, and litigation costs, if any. When that member is cleared for full duty he/she shall assume his/her regular assignment at the Commission. If MSP determines that a member of the Unit will be classified as ILD for more than thirty (30) days and MSP transfers that Unit member onto the MSP's main account, MSP will upon request by the IEB and subject to troop strength and operational demands, transfer replacement personnel into the Unit for the period that the Unit member is classified as ILD.
13. The Commission agrees to equip, at its expense, appropriate facilities (hereinafter called "police facilities") at suitable locations for all MSP members assigned to the Unit.
14. Subject to the approval of the IEB the Commission agrees to assume all costs associated with specialized training arising out of a member's assignment to the Unit or training that the IEB may require from time to time. Training costs shall include, but are not limited to, registration fees, training materials, requisite travel, lodging and meals. The MSP agrees to provide the Commission with a training plan and an estimate of costs prior to approving training for any member of the Unit.
15. The MSP shall provide each member assigned to the Unit a suitable police motor vehicle, comparable to those vehicles provided to other members of the MSP. The MSP shall maintain and provide fuel, equipment and suitable communications equipment for such motor vehicles at its expense and in accordance with the current practices of the MSP. The MSP shall provide members assigned to the Unit all necessary police equipment and uniforms.
16. In the event the Commission determines that an emergency situation exists or is imminent within its jurisdiction the Commission may request the MSP to temporarily assign additional personnel to the Unit. In the event the MSP authorizes such additional deployment, the Commission agrees to pay the costs and expenses associated with such temporary assignments for the duration of such period, unless otherwise agreed to by the Parties.

17. In the event the MSP determines it is necessary to respond to an emergency beyond the jurisdictional boundaries of the Commission using members of the Unit and does so by temporarily reassigning members of the Unit, the MSP agrees to satisfy all costs and expenses associated with such temporary reassignments for the duration of such period, unless otherwise agreed to by the Parties. In the event of an emergency MSP agrees to cooperate with the Commission to take all actions reasonably necessary to ensure the safety of the facilities, staff and public at each Commission location.
18. The MSP agrees to begin negotiation of a memorandum of understanding with each Host Community law enforcement agency at least six months, or as soon as practicable, prior to the planned opening of a gaming establishment in the Host Community. MSP agrees that the negotiation team will include the Gaming Unit Commander and at least one member of the MSP Command Staff, and two Commission representatives as designated by the Commission. The MSP further agrees that the negotiation team will negotiate in good faith and endeavor to execute an MOU with the Host Community law enforcement agency three months, or as soon as practicable, prior to the opening of the gaming establishment.
19. The Parties agree to communicate consistently and to work cooperatively to promote efficiency, eliminate duplication and ensure effective enforcement and regulation at facilities under Commission jurisdiction. The Parties agree to develop an information sharing plan to ensure the IEB is appropriately advised of pending threats and suspected criminal activity relating to licensed entities or operations.
20. The MSP agrees to work with Commission staff to ensure data systems, including but not limited to fingerprinting and background information systems, communicate effectively and securely to allow, as permitted by Massachusetts law, for exchange of reports and information the Commission needs to determine qualification for licensing and registration, analyze objective measures for enforcement, investigation and regulation activities.
21. This MOU shall become effective upon its mutual execution by the Parties and shall remain in full force and effect until such time as either Party terminates this MOU upon six month's written notice to the other party.
22. This MOU may be amended by a written document signed by both Parties.

IN WITNESS WHEREOF, as of this _____ day of February, 2014, the Parties hereto have caused this MOU to be duly executed as a sealed instrument as of the date first above written.

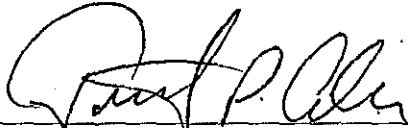
FOR THE MASSACHUSETTS GAMING COMMISSION



Rick Day
Executive Director
Massachusetts Gaming Commission

Dated: 3-5-14

FOR THE MASSACHUSETTS DEPARTMENT OF STATE POLICE



Colonel Timothy P. Alben
Superintendent
Massachusetts Department of State Police

Dated: 2/25/2014

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
MASSACHUSETTS GAMING COMMISSION
AND THE
MASSACHUSETTS DEPARTMENT OF STATE POLICE

Exhibit 1

Exhibit 1 (MOU Mass Gaming Commission and the Mass Dept of State Police)

DEPARTMENT OF STATE POLICE

RIT Class of 180

Estimates constructed using current costs

Cost of Training Class
Class length, 23 weeks

	TOTAL	MSP	Gaming	MassDOT
Number of Trainees	180	160	10	20
Weeks	23.0	23.0	23.0	23.0
	100%	100%	100%	100%
AA: SALARIES: TRAINEES \$421/wk X FTEs for 23 weeks	\$1,742,940	\$1,452,450	\$86,830	\$193,660
OVERTIME				
Supply: 8hrs/wk*\$22/hr*7wks*2 FTEs	\$2,464	\$2,464	\$0	\$0
Academy secretariat: 8hrs/wk*\$22/hr*23wks*1 FTE	\$4,048	\$4,048	\$0	\$0
Human Resources: 8hrs/wk*\$29/hr*7wks*3 FTEs	\$4,872	\$4,872	\$0	\$0
Sworn OT: Barracks coverage/night training/Instructors	\$940,590	\$940,590	\$0	\$0
Sworn OT: Certification Unit background checks	\$67,200	\$56,000	\$3,733	\$7,467
Total Overtime	\$1,019,174	\$1,007,974	\$3,733	\$7,467
TOTAL AA	\$2,762,114	\$2,460,424	\$100,563	\$201,127
DD: MEDICAL SCREENING/PAYROLL TAXES				
\$230 X FTEs medical screening tests	\$92,000	\$92,000	\$0	\$0
prescription drugs/pharmaceuticals	\$3,600	\$3,000	\$200	\$400
Payroll Taxes chargeback @ 1.42%	\$39,222	\$34,938	\$1,428	\$2,866
Sick Call [3hrs wkx20wkx\$76] Hep b [4hrsx3timesx\$50/hr]	\$5,775	\$5,775	\$0	\$0
TOTAL DD	\$140,597	\$135,713	\$1,628	\$3,266
EE: ADMIN SUPPLIES & EXPENSES				
Water/adm supplies	\$10,000	\$10,000	\$0	\$0
TOTAL EE	\$10,000	\$10,000	\$0	\$0
FF: UNIFORM PARTS & WEAPONS				
PT gear for Instructors	\$6,250	\$6,250	\$0	\$0
Law and medical books	\$27,000	\$22,500	\$1,500	\$3,000
\$8,618 PER FTE (includes weapon, vest and parts for cruisers)	\$1,551,240	\$1,292,700	\$86,180	\$172,360
TOTAL FF	\$1,584,490	\$1,321,450	\$87,680	\$175,360
HH: PSYCHOLOGICAL TESTS				
\$100 X FTEs (plus 25%), psychological screening tests	\$62,500	\$62,500	\$0	\$0
TOTAL HH	\$62,500	\$62,500	\$0	\$0
JJ: OPERATIONAL SERVICES				
Meals \$90/wk per FTE	\$372,600	\$310,500	\$20,700	\$41,400
Laundry \$830/mo	\$4,009	\$4,009	\$0	\$0
Graduation ceremony	\$16,000	\$15,000	\$0	\$0
Building Cleaning (diff. with cost for class)*	\$24,150	\$24,150	\$0	\$0
Temp Clerical Services: \$15/hr*37.5hrs*20wks	\$12,938	\$12,938	\$0	\$0
Outside Speakers	\$5,000	\$5,000	\$0	\$0
TOTAL JJ	\$433,696	\$371,596	\$20,700	\$41,400
UU: INFORMATION TECHNOLOGY				
Portable radios @ \$4,000 per radio: (Inventory)	\$0	\$0	\$0	\$0
Mobil radios @ \$4,000 per radio: (Inventory)	\$0	\$0	\$0	\$0
TOTAL UU	\$0	\$0	\$0	\$0
COST OF CLASS -	\$4,993,397	\$4,361,683	\$210,571	\$421,143

Gaming Commission

May 9 thru Aug 2 (6 pay periods)	
\$2164 per pay period	\$2,164
\$400 per elem per payperiod	\$400
\$80 shift diff per pay period	\$80
Total Per Trooper Per Pay Period	\$2,644
Times 10 Troopers	10
Times 6 pay periods	6
Total Break In Cost	\$158,640

TOTAL COST FOR GAMING COMMISSION FROM GRADUATION THRU BREAK IN \$369,211