



Watertown City Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

Report of the Committee on Budget and Fiscal Oversight

Meeting Date: October 24, 2024

The Committee convened on Thursday, October 24, at 5pm in the Third Floor Conference Room, with remote participation by Zoom.

Present were Councilors Vinnie Piccirilli, chair; Emily Izzo, vice chair; Nicole Gardner, secretary; and City Auditor Megan Langan. Also present were Councilors Tony Palomba, Caroline Bays, and John Gannon, Captain Dan Unsworth, DPW Director of Finance & Admin Mike Albano, and David Stokes.

The Chair called the meeting to order at 5:04pm. The purpose of the meeting was to review the status of ARPA project grants, and make recommendations as needed.

The Chair began the meeting by referring to a recent update from the City Auditor on the status of all ARPA projects (**Attachment #1 - ARPA Project Status Update, Sept 9, 2024**). There are concerns only regarding Project #10, a Watertown Cares program for public health, with Right Turn as the service provider.

Chair Piccirilli discussed a memo from the City Auditor which outlines the situation (**Attachment #2 - ARPA 10 Project Status Update, Oct 23, 2024**).

- \$258,550 in ARPA funds were appropriated to this 3 year project on March 8, 2024.
- The check was cashed on March 11th.
- Concerns have been raised by members of Watertown Cares regarding the ability of Right Turn to meet the project benchmarks.
- KP Law has advised that the City is within their rights to request the funds back in total, due to breach of agreement, and has provided a notice of default for violation of the Agreement. Once the notice is issued, Right Turn will have a 15 day period to resolve the issue, or the City may terminate the agreement and seek recoupment of the ARPA funds in court, at Right Turn's Cost. (**Attachment #3 - ARPA Metro West Right Turn Notice of Breach Memo and Letter**)
- Assuming Right Turn is unable to fulfill its obligations, the City Council would then have until December 31, 2024, to vote to re-appropriate the funds.

Based on the concerns expressed by members of Watertown Cares and the lack of

communication from Right Turn on this matter, the City Auditor advised the BFO that Letter of Default should be issued as soon as possible and requested guidance.

After a brief discussion, Councilor Gardner made a motion, seconded by Councilor Izzo, that the Budget Fiscal Oversight Committee endorse the Auditor's recommendation and authorize her to instruct KP Law send Right Turn the notice letter as quickly as possible. The motion was approved unanimously.

The Committee then discussed how the funds might be re-appropriated, should that come to pass. The Chair explained that the City Council could continue appropriating the funds to Project #10 but with a different service provider, to an existing ARPA project, or to a new project.

Chair Piccirilli referred to a memo from Captain Dan Unsworth, a member of Watertown Cares, which recommended that the City recover the money in full. They respectfully request that Wayside Youth & Family Support Network be considered for service provider should the City Council vote to continue appropriating the funds to Project #10. They are known in our community, have received awards for excellence, and have the skilled clinicians needed to fulfill the project in the timeline required. **(Attachment #4 - Wayside ARPA letter, Oct 24, 2024)**

Councilor Gardner asked whether there was any change in the need for the services this project was to provide. Captain Unsworth explained that while opioid overdoses had declined recently, there are still many unmet needs for both substance use disorder services and mental health services in Watertown.

Councilor Palomba said that while the current situation is disappointing to Watertown Cares, they recommend continuing this program. Councilor Gannon also spoke in favor of continuing with Project #10.

Councilor Piccirilli spoke of Wayside's long standing reputation for excellence within Watertown.

→ **Action Item:** Councilor Gardner made a motion, seconded by Councilor Izzo, to recommend that the City Council vote to continue the Watertown Cares Program #10, with Wayside Youth & Family Support Network as the alternative service provider. The motion was approved unanimously.

The meeting adjourned at 5:37 pm.
Report prepared by Nicole Gardner

ELECTED OFFICIALS

Vincent J. Piccirilli, Jr.,
Chair

Emily Izzo,
Vice Chair

Nicole Gardner,
Secretary




CITY OF WATERTOWN
Auditor

Administration Building
149 Main Street
Watertown, MA 02472-4410

Megan Langan
City Auditor

Telephone: (617) 972-6460
Facsimile: (617) 972-6563

TO: MARK SIDERIS, CITY COUNCIL PRESIDENT
FROM: MEGAN LANGAN, CITY AUDITOR 
DATE: September 9, 2024
RE: ARPA PROJECT STATUS UPDATE

Per your request, please find a detailed summary of the status of the eighteen approved ARPA Projects.

To date, \$4,222,255.00 of the total \$10,742,413.00 has been expended by the City. The eighteen approved projects, fall into one of three categories; a subrecipient agreement with the City (1), a beneficiary agreement with the City (7) and City run projects (10).

Attached please find 2 spreadsheets. The first contains a breakdown of the beneficiary & subrecipient agreement projects, and the second contains a breakdown of the City run projects. Each spreadsheet details the project name, approved funding, total balance expended to date and project status for your reference.

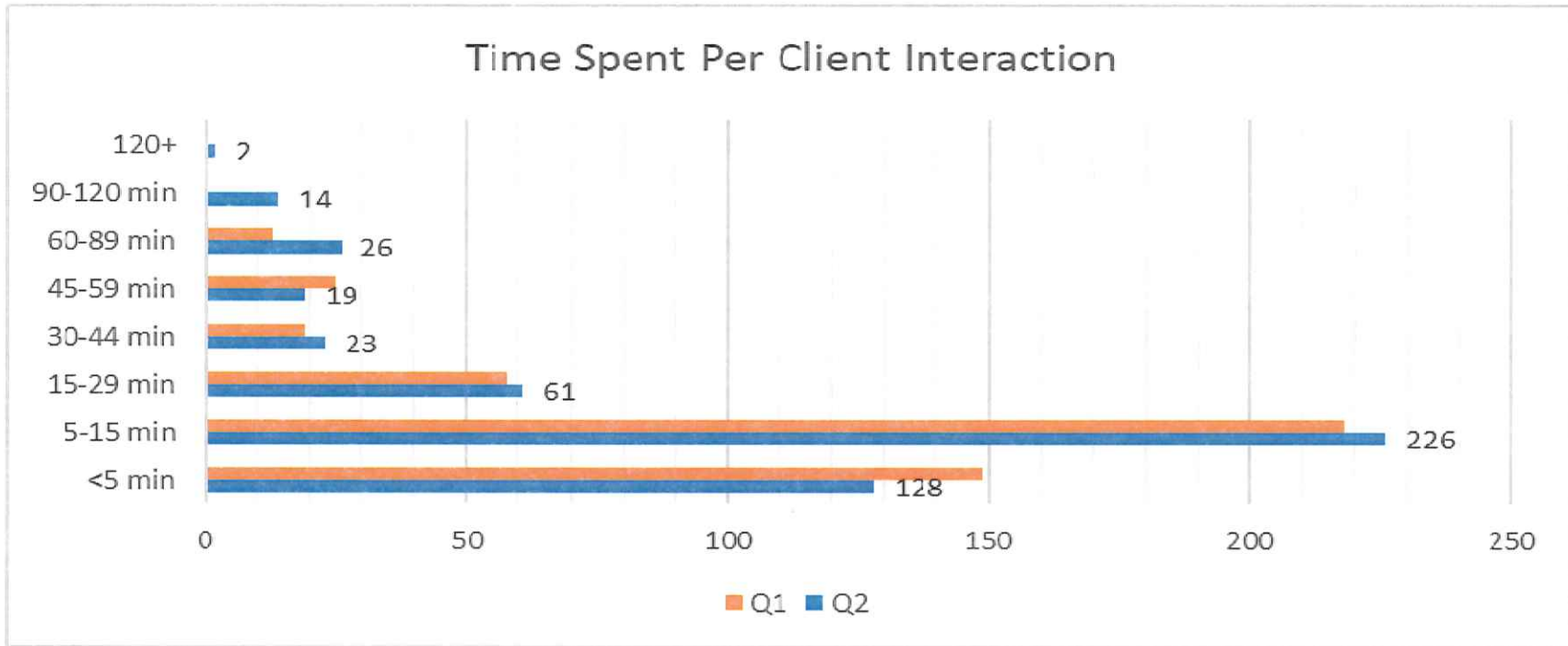
Thank you for your consideration in this matter.

Cc: George Proakis, City Manager
Ari Sky, Assistant City Manager for Finance / CFO

Beneficiary Subrecipient Projects

Number	Proposed Project Name	Approved Spending	Total Expended	Total Remaining	Status of Project
ARPA-07	Social Services Resource Specialist Program Expansion - Wayside Youth	\$ 317,578.00	\$ 317,578.00	\$ -	<p>Check cut by the City on 5/3/24.</p> <p>Per Laura Kurman, Wayside Youth increased staffing to 2 full-time SSRS staff. One part-time staff joined the SSRS team in April and another in June, with English, Spanish, and Portuguese language capacity.</p> <p>Since the expansion of staffing in Quarter 2, more time was able to be spent with each client whose needs require more intensive and ongoing intervention than in Quarter 1. SSRS Staff are now able to spend over an hour with some clients in order to more efficiently move toward sustainable solutions; something that was very limited in the past. Attached Please find a graphic detailing the time spent per client interaction.</p> <p>In addition, staff have been able to attend more outreach events, such as speaking at Project Literacy and tabling at a Community College fair at Watertown Housing Authority. Outreach events allow SSRS to connect with new clients in the community and share about the services available.</p> <p>They are on track to expend the ARPA funding by the end of 2026.</p>
ARPA-09	Elevator Modernization for Affordable Senior Housing - Marshall Place	\$ 84,428.00	\$ 84,428.00	\$ -	<p>Check was cut by the City on 08/30/2024.</p> <p>Per discussion with Lee Depietro, Marshall Place has gone out to bid on the project and are currently in the process of confirming the pricing with the vendor. Ms. Depietro will forward a copy of the executed contract with the selected vendor once it has been executed.</p> <p>They are on track to expend the ARPA funding by the end of 2026.</p>
ARPA-10	Watertown Cares - Right Turn and Watertown Cares	\$ 258,550.00	\$ 258,550.00	\$ -	<p>Check cut by the City 3/8/2024.</p> <p>Per conversation with Cynthia Wachs, CEO of Right Turn, an email update will be forthcoming tomorrow morning 9/10/24 with total dollars spent to date.</p> <p>Watertown Cares has expressed concern with the ability of Right Turn to hit the benchmarks as outlined in their proposal.</p>
ARPA-11	McSherry Gardens Improvements - WHA	\$ 1,621,760.00	\$ 1,621,760.00	\$ -	<p>Check cut by the City 5/31/24.</p> <p>An email requesting a project status update was sent by the City Auditor department on 9/3/24. Additional information will be provided to Council upon receipt of information.</p>
ARPA-12	Hybrid Capability for City Buildings - WCATV	\$ 82,328.00	\$ 82,328.00	\$ -	<p>Check was cut by the City on 5/07/2024.</p> <p>Per discussion with Adrea Santopietro, WCATV has spent \$50,651.25 of their total received funds on equipment items that are in stock at their vendor's warehouse. They have not yet received the carts as there are several equipment items still on backorder, however they are on track to expend all ARPA funding by the end of 2026.</p>
ARPA-21	Sustaining Watertown Community Fridge - Community Fridge	\$ 60,000.00	\$ 60,000.00	\$ -	<p>Check cut 3/28/2024</p> <p>Per conversation with Nancy Dutton, the ARPA funds have been being used by volunteers to keep the fridge stocked with food from local grocery stores. The Community Fridge is on track to expend all ARPA funds by the end of 2026.</p>
ARPA-25	Watertown Direct Assistance Program - Metro West	\$ 233,750.00	\$ 233,750.00	\$ -	<p>Check was cut by the City on 8/30/2024.</p> <p>Metro West is on track to fully expend the ARPA funds by the end of 2026.</p>
ARPA-26	Expansion of Childcare Programming - BGC	\$ 1,563,861.00	\$ 1,563,861.00	\$ -	<p>Check was cut by the City on 6/7/24</p> <p>Per conversation with Gary Beatty, Executive Director of WBGC, the WBGC has in place a signed contract with the General Contractor for the New Foundations project and work on the first phase of the project (installation of the fire suppression system on the upper level of our building) is starting the week of September 9, 2024. Work on the lower level of the building is scheduled to commence early November 2024 and they anticipate that the entire project will be completed with all ARPA funding expended by the end of Summer 2025.</p>
TOTAL		\$ 4,222,255.00	\$ 4,222,255.00	\$ -	

Wayside Youth Client Interaction Chart



City Run Projects

Number	Proposed Project Name	Approved Spending	Total Expended	Total Remaining	Status of Project
ARPA-02	Additional Private Workspace - Library	\$ 18,000.00	\$ -	\$ 18,000.00	Please see attached memo from Kim Hewitt, Library Director
ARPA-03	Cultural District Matching Funds - OCDP	\$ 10,000.00	\$ -	\$ 10,000.00	Per discussion with Liz Helfer, Public Arts & Culture Planner, The Watertown Square Cultural District Partnership will be discussing proposals from vendors to develop a standalone website for the cultural district at their meeting on 9/9. They will be voting to select a vendor at their October meeting. Once a vendor is selected, the funds will be encumbered with a purchase order and considered obligated under the ARPA guidelines. The Cultural District maintains a goal of developing the initial website infrastructure by the new year.
ARPA-14	Sewer Phase 4 Rehabilitation - DPW	\$ 2,500,000.00	\$ -	\$ 2,500,000.00	Per discussion with Brian Wyncoop, Purchasing Agent, RFP will be advancing this month. Per discussion with Michael D'Ortenzio Jr., KP Law, the United States Treasury released updated guidance that now allows for interagency agreements (IAA) which will constitute an obligation. I have requested that he draft an IAA to be executed, which will allow for the contracts with the vendor to finalize after 2024 if necessary. Mr. D'Ortenzio stated the draft will be available by Friday, 9/13/24. Once received I will work with Mr. Proakis and Mr. St. Louis to have executed the week of 9/16/24.
ARPA-15	Cottage Street Water Main Resident Engineering and Construction Services - DPW	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	Per discussion with Brian Wyncoop, Purchasing Agent, RFP will be advancing this month. Per discussion with Michael D'Ortenzio Jr., KP Law, the United States Treasury released updated guidance that now allows for interagency agreements (IAA) which will constitute an obligation. I have requested that he draft an IAA to be executed, which will allow for the contracts with the vendor to finalize after 2024 if necessary. Mr. D'Ortenzio stated the draft will be available by Friday, 9/13/24. Once received I will work with Mr. Proakis and Mr. St. Louis to have executed the week of 9/16/24.
ARPA-16	Stormwater Tree Trenches - DPW	\$ 368,829.00	\$ -	\$ 368,829.00	Per discussion with Brian Wyncoop, Purchasing Agent, RFP will be advancing this month as a portion of the on-call road contractor contract. Per discussion with Michael D'Ortenzio Jr., KP Law, the United States Treasury released updated guidance that now allows for interagency agreements (IAA) which will constitute an obligation. I have requested that he draft an IAA to be executed, which will allow for the contracts with the vendor to finalize after 2024 if necessary. Mr. D'Ortenzio stated the draft will be available by Friday, 9/13/24. Once received I will work with Mr. Proakis and Mr. St. Louis to have executed the week of 9/16/24.
ARPA-17	Lead Gooseneck Removal - DPW	\$ 368,829.00	\$ -	\$ 368,829.00	Per discussion with Brian Wyncoop, Purchasing Agent, RFP will be advancing this month. Per discussion with Michael D'Ortenzio Jr., KP Law, the United States Treasury released updated guidance that now allows for interagency agreements (IAA) which will constitute an obligation. I have requested that he draft an IAA to be executed, which will allow for the contracts with the vendor to finalize after 2024 if necessary. Mr. D'Ortenzio stated the draft will be available by Friday, 9/13/24. Once received I will work with Mr. Proakis and Mr. St. Louis to have executed the week of 9/16/24.
ARPA-18	Watertown Food Pantry - COA	\$ 152,000.00	\$ -	\$ 152,000.00	Per discussion with Steve Magoon, Assistant City Manager, a meeting is scheduled to be held with A13 Design on Thursday 9/12/24. Per discussion with Michael D'Ortenzio Jr., KP Law, the United States Treasury released updated guidance that now allows for interagency agreements (IAA) which will constitute an obligation. I have requested that he draft an IAA to be executed, which will allow for the contracts with the vendor to finalize after 2024 if necessary. Mr. D'Ortenzio stated the draft will be available by Friday, 9/13/24. Once received I will work with Mr. Proakis and Ms. McCoy to have executed the week of 9/16/24.

City Run Projects

ARPA-20	Watertown Farmers' Market Food Assistance Program - CDP	\$ 35,000.00	\$ 12,734.00	\$ 22,266.00	<p>\$12,734 have been expended thus far in FY25 on SNAP reimbursements for the Farmer's Market.</p> <p>Per discussion with Michael D'Ortenzio Jr., KP Law, the United States Treasury released updated guidance that now allows for interagency agreements (IAA) which will constitute an obligation. I have requested that he draft an IAA to be executed, which will allow for the City to obligate the remaining funds to ourselves to be spent in future year's Farmer's Markets. Mr. D'Ortenzio stated this will be available by Friday, 9/13/24. Once received I will work with Mr. Proakis and Mr. Magoon to have executed the week of 9/16/24.</p>
ARPA-24	PV Array for Watertown High School - SBC	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	<p>Per discussion with Christy Murphy, DPM for WHS project, adult for PV Array has been approved by the SBC, and the funds are obligated and on track to be fully expended by the end of 2026.</p>
ARPA-32	Study for City supported Local Transit - Multiple	\$ 67,500.00	\$ -	\$ 67,500.00	<p>Per discussion with Steve Magoon, he has provided the RFP to Purchasing and believes the project to be on track to be obligated by December.</p> <p>Per discussion with Michael D'Ortenzio Jr., KP Law, the United States Treasury released updated guidance that now allows for interagency agreements (IAA) which will constitute an obligation. I have requested that he draft an IAA to be executed, which will allow for the contracts with the vendor to finalize after 2024 if necessary. Mr. D'Ortenzio stated the draft will be available by Friday, 9/13/24. Once received I will work with Mr. Proakis and Mr. Magoon to have executed the week of 9/16/24.</p>
TOTAL		\$ 6,520,158.00	\$ 12,734.00	\$ 6,507,424.00	



123 MAIN STREET WATERTOWN, MA 02472
617.972.6434 • WATERTOWNLIB.ORG

TO: Watertown City Council
FROM: Kim Hewitt, Library Director
DATE: August 27, 2024
RE: ARPA Funded Study Room Project Update

To the Honorable Council, this memo serves to inform you that the Library will be move forward with plans for a new study room using ARPA funding awarded to us by this body. The construction style of study room will change from a built-out room (which requires an architect, moving HVAC and fire suppression systems) to a modular style (custom built cubicle walls and doors that allow us to keep our ceiling as is) in the same area as described in the grant request. This will allow us to stay within the approved time frame and grant award allotment. This change fulfills the same intention and need as the original request described. The Board of Library Trustees has approved the Library's efforts to move forward with a change in the construction materials for this study room build. Thank you for your support in creating this highly sought space in the library.

Respectfully,

Kim Hewitt, Library Director



CITY OF WATERTOWN

Auditor

Administration Building
149 Main Street
Watertown, MA 02472-4410

Megan Langan
City Auditor

Telephone: (617) 972-6460
Facsimile: (617) 972-6563

TO: BUDGET & FISCAL OVERSIGHT COMMITTEE

FROM: MEGAN LANGAN, CITY AUDITOR *ML*

DATE: October 23, 2024

RE: ARPA-10 RIGHT TURN - PROJECT STATUS UPDATE

As noted in the ARPA Project Status Update memo dated September 9, 2024, various members of Watertown Cares have expressed concern with the ability of Right Turn to hit the benchmarks as outlined in their proposal to the City Council.

It is my understanding that both contacts from Right Turn that participated in drafting the proposal, Woody Giessmann and Cynthia Wachs, have since left the organization.

As you know, a total of \$258,550.00 ARPA funds were appropriated to this project. These funds were issued to Right Turn on March 8, 2024, and Right Turn cashed the check on March 11, 2024.

Pursuant to their proposal, specific strategies were to be implemented over three years beginning in September 2024. Per my discussions with members of Watertown Cares these strategies have not been implemented to date.

I have had various conversations with Michael D'Ortenzio Jr., Esq., KP Law to discuss this situation. Mr. D'Ortenzio Jr. has explained that the City is within their rights to request the funds in total back from Right Turn due to breach in agreement. This would enable the Honorable City Council to vote to re-appropriate these funds before December 31, 2024 to another organization. If the Honorable City Council were to vote in favor of requesting the funds be returned to the City for re-appropriation, a letter would be issued to Right Turn advising of the same. If the receipt of the letter does not prompt a response from Right Turn, a suit would have to be filed with the Superior Court to enable a court order return of the funds consistent with the executed Grant Agreement.

KP Law is drafting a memo that will further describe this process in detail, including what the timeline of this process will be. I will forward that as soon as it has been received for your reference as well. Based on the concerns expressed by various members of Watertown Cares, and the lack of communication received from Right Turn since the issuance of the ARPA Funds, I would advise the BFO Committee request the Honorable City Council issue a letter to Right Turn requesting return of the ARPA funds to allow re-appropriation.

Attached please find a copy of the executed Grant Agreement with Right Turn, as well as a copy of the cleared check for your reference.

Thank you for your consideration in this matter.

TO: Megan Langan, City Auditor, City of Watertown
(By *Electronic Mail Only*)

FROM: Michael A. D’Ortenzio Jr., Esq.

RE: Breach of ARPA Agreement – Options to Consider

DATE: October 24, 2024

Question

You have requested an opinion regarding action the City may take against an American Rescue Plan Act (“ARPA”) grant recipient who does not appear able to provide the services contracted for in its grant agreement.

Answer

I understand that the City Council, acting pursuant to G.L. c.44, §53A, awarded an ARPA grant in the amount of \$258,550 to Right Turn.Biz, Inc. (“Right Turn”). An agreement, dated March 5, 2024, memorialized the terms of the grant between the City and Right Turn (the “Agreement”). The Agreement obligates Right Turn to execute a public health informational campaign related to the prevention and treatment of substance use disorder (the “Campaign”). The Agreement further provides protection for the City should Right Turn become non-responsive. Specifically:

1. The City may issue a notice of default for violation of an Agreement term, including failure to provide reports to the City pursuant to §7;
2. The notice of default begins a fifteen (15) day cure period in which Right Turn can resolve the issue and the Agreement stays in effect;
3. If the default is not resolved within 15 days, the City may terminate the Agreement and seek recoupment of the ARPA funds in court, at Right Turn’s cost.

In evaluating the path forward, you should be aware of recent changes to ARPA by the U.S. Department of the Treasury (“Treasury”). ARPA requires that all funds be obligated by December 31, 2024 and expended by December 31, 2026. However, the Obligation Interim Final Rule (“Obligation IFR”) recently issued by Treasury allows for replacement of a contractor/grantee after December 31, 2024 if:

(1) the [City] terminates the contract or subaward because of the contractor or subawardee’s default, because the contractor or subawardee goes out of business, or because the recipient otherwise determines that the contractor or subawardee will not be able to perform under the contract or carry out the subaward;

In such a case, Treasury’s APRA FAQs establish that the “replacement contract or subaward must be within substantially the same scope and for substantially the same purpose as the contract that was entered into by December 31, 2024.”

Given the December 31, 2024 obligation deadline, if Right Turn fails to cure its default and the City wishes to use Right Turn’s ARPA funds for a different purpose, in my opinion, the City may wish to proceed quickly to recovering the funds in court and re-obligating them to a new grantee. In my opinion, the City may sign an agreement with a new grantee while the recoupment process plays out in court to ensure the new use of the funds is timely obligated. The City’s standard ARPA agreements would need to be tailored for this circumstance.

Alternatively, should the City desire to use the ARPA funds for the same purpose – regardless of whether Right Turn or another grantee ultimately executes the Campaign – the Obligation IFR in my opinion allows for replacement of Right Turn with a new grantee after December 31, 2024. Should the City wish to give Right Turn into the new year to cure its default and Right Turn still cannot implement the Campaign, the Obligation IFR will in my opinion allow the City to replace Right Turn with another grantee prior to December 31, 2026.

Please let me know if you have any further questions. Thank you.

Enclosures

- a) Right Turn Grant Agreement
- b) Draft Notice of Default

946979/WATR/0177

GRANT AGREEMENT

Between

CITY OF WATERTOWN

And

Right Turn Treatment Center in Conjunction with the Watertown Cares Network

This GRANT AGREEMENT is made on this 5th day of March 2024 by and between the City of Watertown, having an address of 149 Main Street, Watertown, MA 02472 (the "City") and Right Turn Treatment Center in Conjunction with the Watertown Cares Network, having an address of 440 Arsenal Street, Watertown, MA 02472 (the "Grantee").

WITNESSETH:

WHEREAS, the COVID-19 pandemic has negatively impacted families and economic activity throughout City, resulting in strains on the public health system and negative economic impacts, including, but not limited to, joblessness and the temporary and permanent closure of businesses; and

WHEREAS, the City desires to foster wise management of resources that guarantee the opportunity for all residents to reach their full potential while caring for one another and promoting the health, safety, and welfare of the community; and

WHEREAS, the City desires to provide grants using American Rescue Plan Act ("ARPA") funds provided to the City by Congress; and

WHEREAS, the City has allocated up to \$258,550.00 of ARPA funds specifically to this Grantee (the "Grant Funds" or "Funds"); and

WHEREAS, the Grantee is an eligible outpatient treatment center in the City that agrees to use the Funds only for the specified purposes set forth below; and

WHEREAS, the City intends to provide these Funds to the Grantee for the purpose of executing a multi-faceted public health informational campaign focused on three community-wide goals; prevention of substance use disorder with a focus on school-aged residents and other vulnerable individuals, reducing the stigma of substance use disorder and accompanying mental health disorders, and communication to all effected community members clarifying what resources are available locally and how to access them, thereby supporting the public interest, and subject to the conditions and reporting requirements set forth herein.

NOW THEREFORE, the City and the Grantee agree as follows:

1. Funding. The City shall disburse the Grant Funds to the Grantee on the condition that the Grantee shall use the Funds only for costs in accordance with the Program Overview, incorporated herein as **Exhibit A**, and otherwise in accordance with the terms of this Grant Agreement. The Grantee may not use the Funds for any purposes other than those set forth

in Exhibit A and herein without the prior written approval of the City. The Grantee's failure to use the Grant Funds consistent with Exhibit A shall be deemed a material breach of this Agreement and entitle the City to recoupment of any and all amounts spent contrary to the terms set forth in Exhibit A.

2. Conditions.

- a) Grantee shall only use the Funds for the public purpose of executing a multi-faceted public health information campaign to achieve the goals described in Exhibit A and shall not use such funds to instead unjustly and or directly benefit Grantee or its officers and employees.
- b) Grantee shall comply with the reporting requirements set forth herein and shall retain records relevant to the use of Grant Funds for a period of no less than seven (7) years, such records to be made available to the City upon request.
- c) **All work must be completed and all Grant Funds expended no later than December 1, 2024.** Should any Funds remain in the Grantee's custody after December 1, 2024, the Grantee must return any remaining funds to the City within two (2) business days. The Grantee must continue submitting quarterly reports through the end of the quarter in which all Funds have been expended and/or returned to the City, as the case may be.

3. Contact. The Grantee identifies the following as contact persons for purposes of questions and concerns related to the administration of this grant:

Megan Langan, City Auditor, 149 Main Street, Watertown, MA 02472,
mlangan@watertown-ma.gov

Notices required by this Agreement shall be provided consistent with Section 14, below.

4. Liability of the City. The City's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that Grantee comply with and adhere to the terms and conditions set forth herein, and the City shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the City or any elected or appointed officials or employees of the City, or their successors in office, personally liable for any obligation under this Grant Agreement.
5. Indemnification. The Grantee shall indemnify, defend, and hold the City and City departments, officers, employees, servants, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including reasonable attorneys' fees, arising out of or relating to the Grantee's performance, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
6. Insurance. The Grantee shall maintain:
 - General Liability Insurance in the following minimum amounts: \$1,000,000 each occurrence and \$2,000,000 aggregate limit.
 - Professional Liability Insurance, covering errors and omissions, in the amount of at least \$1,000,000.
 - Automobile Liability Insurance in the amount of \$1,000,000, owned, non-owned, and hired automobile coverages to be included.

- Workers Compensation in accordance with the Grantee's services in which the work is being performed.
 - Employers Liability Insurance: \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease each employee.
 - Umbrella Insurance: \$1,000,000 limit per occurrence and aggregate.
7. Reports. The Grantee agrees to provide the City with quarterly, or more frequently upon reasonable request by the City, expenditure and services reports. One such report shall be the annual report, listing services provided and Grant Funds used during that period, and shall be submitted within thirty (30) days of the end of the calendar year.
 8. Record Keeping. The Grantee agrees to keep, for a period of seven (7) years after the Grant Funds are exhausted, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the City. The Grantee further agrees to make these records available to the City upon request.
 9. Photographs/Videos. The Grantee agrees the City may edit, alter, copy, exhibit, reproduce, publish, or distribute any photographs, images, and/or videos produced during the term of this Agreement for purposes of publicizing the City's ARPA expenditures or for any other lawful purpose. The Grantee hereby waives the right to inspect or approve the finished product, including written or electronic copy, wherein its employees, facilities, services, equipment, logo, or likeness appears. Additionally, the Grantee waives any right to royalties or other compensation arising or related to the use of such photographs, images, and/or video.
 10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract, or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the City.
 11. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the City, and such failure is not cured within fifteen (15) days after the City has given written notice to the Grantee specifying such failure, or such longer period as may be specified by the City, the City shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. The City may also terminate this Agreement for convenience at any time upon written notice to be received by the Grantee not less than thirty (30) days in advance of termination. Upon receipt of said termination notice, the Grantee shall cease to incur any additional expenses in connection with this Grant Agreement and shall return any funds due and owing under a non-refundable commitment. Upon termination, the City shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recouping of Funds as set forth in Section 12 below.
 12. Return of Funds. In the event this Grant Agreement is terminated pursuant to Section 11, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors, or invitees, the Grantee shall be liable to repay to the City the entire amount of the Grant Funds provided

under this Grant Agreement, and the City may take such steps as are necessary, including legal action, to recover such funds. In the event that the City takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.

13. Compliance with Laws. The Grantee shall comply with all federal, state, and local laws, rules, regulations, and orders applicable to Grantee, including, without limitation, ARPA and the regulations and guidance issued thereunder, such provisions being incorporated herein by reference.
14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth herein or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service. At the City's discretion, notices and other communications may be sent electronically.
15. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. Governing Law. This Grant Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.
17. Expiration and Renewal. This agreement will expire at midnight on January 1, 2025, unless terminated sooner pursuant to the terms herein. The reporting and record-keeping requirements contained herein shall continue as set forth above following the expiration or termination of this Agreement. The indemnification provisions contained herein shall survive expiration or termination of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement, under seal, on the day and year first written above.

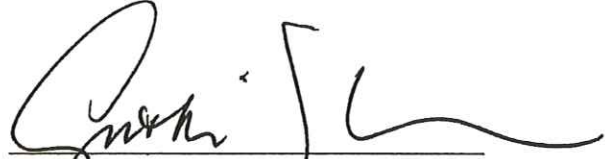
CITY OF WATERTOWN



Name: George Proakis

Title: City Manager

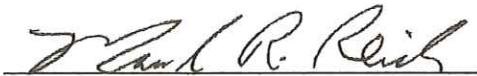
RIGHT TURN IN CONJUNCTION WITH
THE WATERTOWN CARES NETWORK



Name: Cynthia Wachs

Title: Chief Executive Officer

Approved as to form:



Name: Mark Reich

Title: City Attorney



City Auditor
30855-570410

Aid to non-profits eligible, supporting public health eligible. Need to check on timeline

City of Watertown, MA ARPA Project Proposal

Submitted by: Daniel Unsworth

Submitted on: May 24, 2023

Request Number: ARPA-10

Project Name: Watertown Cares

Proposal Type: Organization

Right Turn in Conjunction with the Watertown Cares Network.

Recommended Project Manager: Woody Giessmann and Cynthia Wachs in conjunction with the Watertown Cares Network.

Project Summary:

Right Turn in conjunction with the Watertown Cares Network will execute a three-year, multi-facted public health informational campaign. The program will fund a part-time position embedded with Right Turn. The campaign will focus on three community-wide goals;

1. Prevention of substance use disorder with a focus on school-aged residents and other vulnerable individuals;
2. Reduce the stigma of substance use disorder and accompanying mental health disorders;
3. Communication to all effected community members clarifying what resources are available locally and how to access them.

Amount of ARPA Funds Requested: \$297,332.5

Minimum Funds Needed: \$297,332.5

Matching funds available? No

Other funds available? No

Project Narrative: I have a detailed narrative to upload

City of Watertown ARPA Proposal

1. Applicant name: Right Turn in Conjunction with the Watertown Cares Network.
2. Contact person:

Primary: Right Turn Treatment Center, Woody Giessmann (Founder) and Cynthia Wachs (CEO)

Secondary: Watertown Police Department/Watertown Cares Network, Captain Daniel Unsworth
3. Phone:

Woody Giessmann: (781-646-3800)
Cynthia Wachs: (781-646-3800)
Daniel Unsworth: (617-972-6535)
4. Email:

Woody Giessmann: woody@right-turn.org
Cynthia Wachs: Cynthia.wachs@right-turn.org
Daniel Unsworth: dunsworth@police.watertown-ma.gov
5. Project name: Watertown Cares
6. ARPA funds requested: \$298,798.00
7. Matching funds: NA
8. Other sources of funds: NA
9. Minimum funds needed: \$240,000
10. Project managers: Woody Giessmann and Cynthia Wachs in conjunction with the Watertown Cares Network.

11. Narrative description of the project:

A Community Challenge:

From the 2014 to the 2015 calendar year, the number of opioid related overdoses in the City of Watertown increased seven-fold. In early 2015 it was evident our community of approximately 35,000 people was not immune to the nation-wide opioid epidemic. Since then, significant efforts by public safety and other community organizations have been initiated to preserve life and reduce the impact of substance use disorder (SUD) in the City. The COVID19 pandemic further complicated efforts to lessen the dual challenge of substance use and mental health disorders in our city.

A Response:

This proposed project brings to bear the considerable community knowledge of the Watertown Cares Network and the well-documented expertise of the Right Turn Treatment Program. The two entities will collaborate to execute a three-year, multi-faceted public health informational campaign. The program will fund a part-time position embedded with Right Turn. The campaign will focus on three community-wide goals:

1. Prevention of substance use disorder with a focus on school-aged residents and other vulnerable individuals;
2. Reduce the stigma of substance use disorder and accompanying mental health disorders;
3. Communication to all effected community members clarifying what resources are available locally and how to access them.

Why These Three Goals are Essential to a Healthy Community

1. Prevention

The Watertown Cares Network and Right Turn, an outpatient treatment center, recognize a moral obligation to focus on the prevention of substance use disorder in our community. A desired outcome of the proposed program will be to reduce the number of Watertown individuals and family members affected by SUD and the accompanying mental health disorders, relationship difficulties, employment challenges and general suffering. The prevention campaign will direct its efforts toward Watertown's young people. To this end, the Watertown Cares Network will

leverage its strong relationship with key partners to include the Watertown Public Schools and the Wayside Youth and family Network.

2. Stigma

It is well recognized that the stigma of substance use and mental health disorders are barriers to treatment and support. For many suffering with SUD, shame inhibits requesting help. Their loved ones also suffer silently. This campaign will endeavor to reach individuals and their family networks with realistic messages of hope, empathy and direction toward treatment.

3. Resources

For the last eight years, the Watertown Cares Network has worked to establish a unified approach to substance use and mental health disorders in the city. Partnerships have been established amongst elected officials, municipal departments, treatment providers, the clergy and churches, the business community, non-government agencies and other community stakeholders. Key points of contact have been identified in the community to serve as ombudsmen. Relationships with well-respected treatment providers have been solidified. The campaign will emphasize existing and readily available resources within the community and surrounding area.

Benefit to Residents:

The three stated goals are designed with the intent of forwarding an overarching mission: to prevent community members from suffering from substance use disorder, to enhance the quality of life in the City of Watertown, and to preserve life.

Financial

It is difficult to measure the financial impact of SUD on a community. The U.S. Department of Health and Human Services estimates the annual economic impact of alcohol misuse at \$249 billion and other illicit drug use at \$193 billion.

We know SUD is associated with overdoses and a myriad of other health related challenges. For instance, each emergency visit associated with SUD is estimated to cost approximately \$2,700.

Exposure to the criminal justice system is another unwelcome occurrence that often accompanies substance use and mental health disorders. Prevention or

diversion from an arrest is estimated to create a cost savings of approximately \$2,990 per incident.

During the 2022 calendar year, Advocates Inc., which embeds clinicians within the Watertown Police Department diverted 195 individuals from emergency room visits and arrests. The estimated cost savings was \$530,850.

Quality of Life

With focus on the three stated goals the quality of life in the City of Watertown can be enhanced. Each individual who experiences substance use and associated mental health disorders will suffer to some degree. Family members will suffer. Neighbors, employers, community members and municipal departments will be impacted to one degree or another. The prevention of some cases and intervention with others can have far reaching effects well beyond the individual struggling with SUD.

Culture

A unified approach by a community on the matter of SUD will impact the number of lives lost, the amount of human suffering experienced and the general quality of life. A culture must permeate municipal agencies, the business community, the clergy, non-government organizations and our neighborhoods. Communities that view SUD as a public health challenge will lower barriers to treatment, take harm reduction measures and avoid the pitfall of critically judging those with the disease. The proposed project is designed to impact our community's culture. If you or someone you care about is experiencing SUD, Watertown is a good place to be.

Leveraging of Financial and Other Resources:

This project leverages the resources of Right Turn and the many other entities that have joined efforts to establish the Watertown Cares Network. The Watertown Cares Network has operated on very modest financial support from municipal departments and non-profit entities to include the Watertown Community Foundation. The greatest asset of this collaborative effort however has been the establishment of collective knowledge through pooling of varying perspectives. This collective knowledge on matters pertaining to prevention, recovery and the science of substance use disorder has been invaluable to ensure the best use of limited resources and to inform our response as a community. Perspective from treatment providers and people in recovery has been particularly important to

shape the response of many municipal agencies, to include the Police, Fire, Health and School Departments.

The proposed project calls for an end to funding of the project manager at the completion of the 2026 calendar year. We expect the relationships that develop, the media platforms established and the advertising materials created will continue to positively serve the City. Support of this project will effectively send a clear message well beyond the 2026 calendar year to all community members: the City of Watertown understands the nature of substance use and mental health disorders and it will approach the challenge in an effective and empathetic manner.

Relevance to the Impact of COVID19:

COVID19 had a significant impact on people suffering from anxiety, depression and other mental health disorders. Knowing that mental health and substance use disorders are often intertwined, it was expected we would experience new substance use challenges in the wake of this pandemic. In our community, the most noticeable shift in substance use disorder was observed amongst those struggling with alcohol. This, combined with the fact that the 2021 calendar year yielded over 2,300 fatal opioid overdoses in Massachusetts, it is evident that mitigating actions are necessary in response to constantly evolving public health challenges.

Opioid Related Overdoses in Watertown

Year	Overdoses	Narcan Use - Police	Fatal
2013	8	0	2
2014	7	2	1
2015	49	18	9
2016	48	10	6
2017	43	16	10
2018	50	21	2
2019	33	11	5
2020	26	12	5
2021	32	12	5
2022	21	13	2

Strategic Alignment with the Comprehensive Plan and Charter Preamble:

The guiding principles in the Charter Preamble of the City's Comprehensive Plan are listed below, along with this program's answer to each demand:

- Safety & Tranquility: the empathetic outreach to community members in crisis leads to a sound strategy for reducing risk to the individual in crisis and lessening their impact on the community's tranquility.
- Learning and Excellence: the proposed program has been designed by individuals with years of experience and knowledge of our community's needs combined with individuals highly regarded for employing best practices in the treatment of substance use disorder.
- Equity and Diversity: the proposed program seeks to support an extremely vulnerable segment of our community. Individuals suffering with SUD and associated mental health disorders have also historically been silenced by stigma.
- Health and Wellbeing: during every calendar year since 2014, Watertown has lost community members to opioid overdoses. Expecting this trend to continue, the program will offer support to these individuals, providing them with harm-reduction strategies and encouraging their return to a safer and healthier lifestyle.
- Creativity and Innovation: Right Turn possesses a unique knowledge of the treatment field and the community of recovery. Infusing art and music into recovery is a trademark of its program. Its expertise, combined with the Watertown Cares Network and its deep community ties, will produce a targeted and effective public health campaign.
- Accountability and Transparency: Watertown's city departments, its business community, clergy and residents regularly encounter individuals suffering with substance use and mental health disorders. This program is designed to send a clear message to the community impacted by SUD and mental health disorders that Watertown, indeed, cares.

The Following Specific Strategies will be Phased In over Three Years:

- In-person public awareness events during the month of September (National Recovery Month) 2024-2026
- Design and distribution of campaign materials to include social media, traditional media, and billboard advertising
- Partner with the Watertown Public Library Bookmobile to disseminate campaign materials
- In-person prevention messaging in collaboration with the Watertown Public Schools
- Guest editorials in Watertown News and appearances on WCATV
- Partner with the Watertown Business Coalition for in-person messaging to their members
- Conduct Narcan and other harm reduction trainings
- Rolling Ads in Watertown News for three years.
- Create a variety of campaign slogans and messages that will be used on campaign outreach efforts – written, broadcast, and merchandise.
- Create a robust presence on Facebook, Twitter, and Instagram and buy ads on social media platforms.
- Partner with the City’s IT Department to publicize campaign messages on City social media platforms and partner with the City Manager to include campaign messages in his quarterly newsletter.
- In person messaging and distribution of materials to local houses of worship, social service agencies, individual and family support groups, and social and civic clubs representing marginalized communities.
- Partner with the Police Department, Fire Department, Department of Public Works, Department of Planning and Community Development as well as all other city departments to urge their employees to place yard signs and window signs in their yards.
- Place campaign banners on all municipal buildings.
- Increase the members of the Watertown Cares Network to include additional members who represent the business community, communities of color and marginalized communities.

Metrics to Measure Outcomes:

The proposed program includes several means by which to measure impacts on our community. Many of these measurement tools are already in use. Some means, like use of the Flash Vote survey system have not yet been applied however the City's Information Technology Department is prepared to collaborate with us. The following measurements will be recorded:

- Changes in numbers of referrals to Jail Diversion Clinicians and the Social Service Resource Specialist
- Changes in numbers of referrals direct to treatment providers
- Number of visits to Watertown Cares social media platforms
- Attendance at in-person events
- Number of in-person events conducted
- Number of Narcan trainings conducted and kits distributed
- Number of overdoses recorded
- Measurement of attitudes and knowledge pre-and post program initiation via the City's Flash Vote survey system.

Budget - PERSONNEL

Project Coordinator – ¾ time

\$50/hour for 20 hours a week for 46 weeks per year for 3 years \$138,000

Responsible for overall implementation of the Campaign as it is phased in over the three calendar years.

Design Consultant

\$125/hour for 125 hours over 3 years \$15,625

Social Media Consultant and Buyer

\$100/hour for 125 hours over 3 year \$12,500

Evaluator

\$150/hour for 60 hours over 3 years \$9,000

College Intern

\$25/hour for 75 hours over 3 years \$1,875

TOTAL PERSONNEL

\$177,000

Budget - MATERIALS

Billboards (3 rentals/year for 30 days per rental - 3 years) \$55,000

Bus and Taxi Signs (10 rentals/year for 30 days per rental - 3 years) \$10,000

200 Yard Signs over three years \$2,000

100 Window Signs over three years \$1,000

15 Banner Signs over three years \$2,000

2 Table banners over three years \$200

500 Campaign Brochures over three years \$2,000

Materials and Refreshments for the three Annual Programs
and for 10-15 smaller community events over three years \$1,850

TOTAL MATERIALS

\$74,050

Budget - PROGRAM

Room Rental for three Annual Programs (Armenian Cultural Center and Mosessian Center) (sp, etc) and 10-15 smaller events (church halls, community centers, etc, over three years) \$1,500.

Speakers for the three Annual Programs \$6,000

TOTAL PROGRAM **\$7,500**

SUBTOTAL – Personnel, Materials, and Program **\$258,550**

Administrative Fee (payroll, bookkeeping, etc.) \$38,782.50
At 15% of the three-year total

TOTAL CAMPAIGN COSTS **\$297,332.50**

In-Kind – Office Space, conference rooms, copying, etc. – Right Turn

About Right Turn

Right Turn of Watertown, a 20 year old organization, provides a broad range of outpatient evidence-based treatment programs for individuals and families recovering from substance use disorders and co-occurring disorders.

Since 2003, its guiding principles of recovery with creative expression and integration into the community have helped its clients and their families rebuild their lives. Right Turn uses a multi-disciplinary team approach under the medical direction of Stephanie Stratigos, DO, an addiction certified Psychiatrist, and its CEO, Cynthia J. Wachs.

Woody Giessmann, the Founder of Right Turn, is a painter, songwriter, pianist, and drummer for Boston's beloved band, The Del Fuego's. He started Right Turn in March, 2003 to provide evidenced-based treatment with creative therapies of music and the arts to people with substance use disorder and co-occurring disorder(s). Woody has worked in the field of Substance Use Disorder and Mental Health since 1993. He served on the Board of Registry In Medicine (BORIM) under Governor Charlie Baker for two terms and under Michael Botticelli at The Bureau Of Substance Abuse Services (BSAS) on the advisory board for policy and funding.

Right Turn is a community for people in early recovery, and for those who are maintaining long-term recovery. At Right Turn each person's needs are assessed, and an individual treatment plan is developed. Right Turn integrates clinical best practices with outcomes-driven creative solutions into a full continuum of substance use disorder and co-occurring disorder behavioral health treatment.

About the Watertown Cares Network

The Watertown Cares Network evolved out of a collaborative community effort to lessen the impact of the opioid epidemic on its residents. In early 2015, it became evident that Watertown was experiencing the effects of the nationwide opioid epidemic, representing a significant public-health challenge. The City of Watertown recorded a significant increase in the rate of opioid related overdoses.

With guidance from the City Council's Health and Human Services sub-committee, a task force was formed comprised of community stakeholders. The task force included elected officials, leaders from several municipal departments including police and fire, members of the clergy, the business community, treatment

providers, non-government organizations, people in recovery and parents. Since then, the Watertown Cares Network has strived to thoughtfully and effectively confront substance use disorder. Collectively, the Watertown Cares Network has an in-depth knowledge of our community and how it is impacted by substance use and associated mental health disorders. We have worked diligently to forward prevention, to lessen the stigma of these afflictions and to link our community members with much needed resources.

Why Together These Entities are Uniquely Qualified to Manage The Program

Right Turn, its founder Woody Giessmann, and the Watertown Cares Network have a long history of successful collaboration. The Watertown Cares Network brings to bear a high level of community dedication. This strength, combined with the knowledge, skills, associations and creativity of Right Turn will result in an effective effort. This program has been orchestrated by a group that possesses the technical skills, the experience and the empathy to execute all stated goals.



Watertown City Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

RESOLUTION # 85

2023 – R - 85

RESOLUTION ON APPROPRIATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, the American Rescue Plan Act (ARPA) is a response by the federal government to address the COVID 19 pandemic by a direct allocation of \$350 billion to state, county and municipal governments; and

WHEREAS, the City of Watertown received \$10,742,413 in ARPA funds that must be encumbered by December 31, 2024, and fully spent by December 31, 2026; and

WHEREAS, the ARPA funds may be used for Public Health, Responding to Negative Economic Impacts, Services to Disproportionately Impacted Communities, Water, Sewer & Broadband Infrastructure, and Revenue Replacement; and

WHEREAS, the City Council voted on July 13, 2021 to task the Committee on Budget and Fiscal Oversight to develop recommendations for the spending of the ARPA funds in a manner that reflects the priorities of the City Council; and

WHEREAS, the Committee on Budget and Fiscal Oversight engaged in community outreach to hold informational forums and develop guidelines for requesting proposals from the public and city departments; and

WHEREAS, the Committee on Budget and Fiscal Oversight developed an open, collaborative, and transparent process to make funding recommendations that reflected our community's values as outlined in the Watertown Charter Preamble, and


WHEREAS, the Committee on Budget and Fiscal Oversight's recommended allocations total \$4,868,829 (45%) for Water & Sewer Infrastructure, \$4,437,255 (41%) for Social Services, and \$1,436,329 (13%) for Climate and Energy.


NOW THEREFORE, BE IT RESOLVED that the City Council appropriates the American Rescue Plan Act funds as follows:

Application Number	Project Name and Organization	Explanation	Funding Amount
ARPA-02	Additional Private Workspace - Library	Fund at minimum request.	\$18,000
ARPA-03	Cultural District Matching Funds - DCDP	Fund at minimum request.	\$10,000
ARPA-07	Social Services Resource Specialist Program Expansion - Wayside Youth	Fully fund.	\$317,578
ARPA-09	Elevator Modernization for Affordable Senior Housing - Marshall Place	Fund at minimum request.	\$84,428
ARPA-10	Watertown Cares - Right Turn and Watertown Cares	Minus administrative fee 38,782.	\$258,550
ARPA-11	McSherry Gardens Improvements - WHA	Minus contingency fee 24,108.	\$1,621,760
ARPA-12	Hybrid Capability for City Buildings - WCATV	Funding the two carts only.	\$82,328
ARPA-14	Sewer Phase 4 Rehabilitation - DPW	Fund at minimum request.	\$2,500,000
ARPA-15	Cottage Street Water Main Resident Engineering and Construction Services - DPW	Fully fund.	\$2,000,000
ARPA-16	Stormwater Tree Trenches - DPW	Scalable.	\$368,829
ARPA-17	Lead Gooseneck Removal - DPW	Scalable.	\$368,829
ARPA-18	Watertown Food Pantry - COA	Fund at minimum request.	\$152,000
ARPA-20	Watertown Farmers' Market Food Assistance Program - DCDP	Fully fund.	\$35,000
ARPA-21	Sustaining Watertown Community Fridge - Community Fridge	Fully fund.	\$60,000
ARPA-24	PV Array for Watertown High School - SBC	Fund at minimum request.	\$1,000,000
ARPA-25	Watertown Direct Assistance Program - Metro West Collaborative Development	Assistance of 212,500 plus direct costs of 21,250	\$233,750
ARPA-26	Expansion of Childcare Programming - Boys & Girls Club	Fund construction only.	\$1,563,861
ARPA-32	Study for City supported Local Transit - Multiple	Fund at minimum request through DCDP.	\$67,500
		TOTAL APPROPRIATION	\$10,742,413


Council Member

I hereby certify that at a regular meeting of the City Council for which a quorum was present, the above Resolution was adopted by a vote of 4 for, 0 against and 0 present on December 12, 2023.


Brendan T. McCarthy, Council Clerk


Mark S. Sideris, Council President

ELECTED OFFICIALS

**Mark S. Sideris,
Council President**

**Caroline Bays,
Councilor At Large**

**Nicole Gardner,
District A Councilor**

**Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor**

**John G. Gannon,
Councilor At Large**

**Lisa J. Feltner,
District B Councilor**

**John M. Airasian,
Councilor At Large**

**Anthony Palomba,
Councilor At Large**

**Emily Izzo,
District D Councilor**

October 24, 2024

Michael A. D'Ortenzio Jr.
mdortenzio@k-plaw.com

BY FIRST-CLASS AND ELECTRONIC MAIL

Right Turn Addiction Services
c/o Cynthia Wachs, Chief Executive Officer
440 Arsenal Street, Suite 1
Watertown, MA 02472
cynthia.wachs@right-turn.org

Re: City of Watertown – American Rescue Plan Act
March 5, 2024 Subrecipient Agreement
Notice of Default

Dear Ms. Wachs:

This office serves as City Attorney for the City of Watertown (“City”). This letter is the City’s notice that Right Turn.Biz, Inc. (“Right Turn”) is in breach of its March 5, 2024 Subrecipient Agreement between the City and Right Turn relative to a grant of American Rescue Plan Act (“ARPA”) funds by the City (the “Agreement”). The Agreement obligated Right Turn to execute a public health informational campaign related to the prevention and treatment of substance use disorder (the “Campaign”), but Right Turn has not been responsive to City requests and may have ceased operations. The value of the grant is \$258,550, which has been disbursed to Right Turn. Accordingly, this notice is provided pursuant to §14.¹

In summary, the Agreement obligates Right Turn to adhere to the following terms:

1. Administer the Campaign. §§1 and 2(a); Exhibit A.
2. Complete all work and expend all grant funds by December 1, 2024. §2(c).
3. Provide expenditure and services reports quarterly, or more frequently upon reasonable request by the City. §7.

Should Right Turn fail to adhere to the terms of the Agreement, the Agreement, in relevant part, provides that:

In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the City, and such failure is not cured within fifteen (15) days after the City has given written notice to the Grantee specifying such failure, or such longer period as may be specified by the City, the City shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee... Upon receipt of said termination notice, the Grantee shall cease to incur any additional expenses in connection

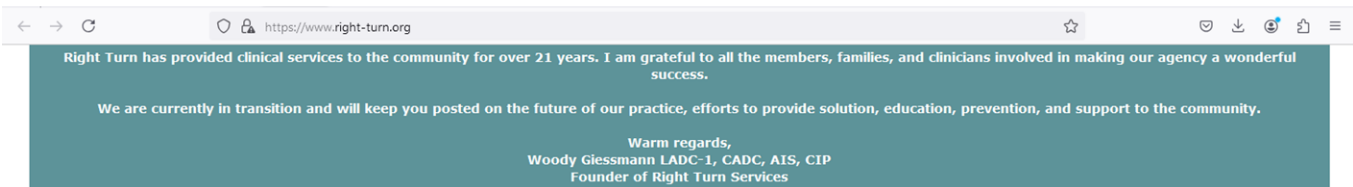
¹ All § references herein are to sections of the Agreement.

with this Grant Agreement and shall return any funds due and owing under a non-refundable commitment. Upon termination, the City shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recouping of Funds as set forth in Section 12 below. §11.

In the event this Grant Agreement is terminated pursuant to Section 11, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors, or invitees, the Grantee shall be liable to repay to the City the entire amount of the Grant Funds provided under this Grant Agreement, and the City may take such steps as are necessary, including legal action, to recover such funds. In the event that the City takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement. §12.

Section 14 further allows the City to deliver any notices pursuant to §§11 and 12 electronically.

Unfortunately, Right Turn has become non-responsive to both the City and other community groups participating in the Campaign. Right Turn's website currently displays the following message:



Further, the City has not been provided with the required expenditure and services reports, both for the previous quarter nor after reasonable requests from the City for more frequent reports. Due to the failure to provide reports pursuant to §7, the City finds that Right Turn is in **DEFAULT** of the Agreement.

Section 11 provides for a fifteen (15) day cure period after a notice of default has been provided. The City seeks to understand what Right Turn being “currently in transition” means for the administration of the Campaign. Given that the purpose of the Campaign is to meet an immediate need in the City and enhance the treatment of substance use disorder and, further, given that ARPA funds must be obligated by December 31, 2024, the City requests that Right Turn provide to the City, in writing, no later than **Monday, November 4, 2024**, the following information:

- A. An update on the status of Right Turn's capacity to administer the Campaign, including a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

Right Turn Addiction Services

October 24, 2024

Page 3

- B. A full accounting of the \$258,550 provided by the City to fund the Campaign, including the location of such funds, a list of expenditures made, and supporting documentation of the same.

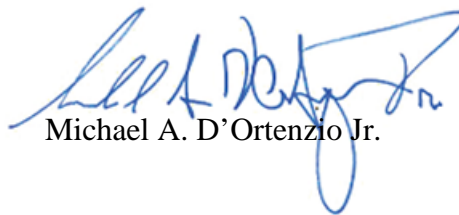
All submissions to the City shall be made to the City Auditor pursuant to §3, with a copy to the City Attorney preferred.

Should the City not receive the requested information by the above deadline, the Agreement shall be considered **TERMINATED** upon expiration of the cure period, and the City may seek recoupment of funds in court, at Right Turn's cost, pursuant to §§12 and 17.

Notwithstanding the foregoing, nothing said in or omitted from this letter is a waiver of any rights, remedies, and defenses of the City, all of which are reserved.

The City looks forward to hearing from you at your earliest convenience. Thank you.

Very truly yours,



Michael A. D'Ortenzio Jr.

MAD

CC: City Auditor

946978/WATR/0177

Attachment 4



Watertown Police Department

552 MAIN ST
WATERTOWN,
MASSACHUSETTS
02472-2358



Justin Hanrahan
Chief of Police

Telephone (617) 972-6500
FAX (617) 972-6409

October 24th, 2024

Dear Councilor Piccirilli,

In the early months of 2024 the City of Watertown dispursed \$258,550 of ARPA funds to Right Turn. A contract was signed by Right Turn to clarify what services the organization would provide, namely a community-wide public health campaign centered on substance use and mental health disorder. In July of this year, I communicated with the City Auditor's Office to report that it did not appear Right Turn's administration was in a position to execute the agreed upon contract and effectively put the granted funds to use. I recommended that all funds be recovered by the City of Watertown.

Councilor Anthony Palomba, Stephanie Venizelos (Community Wellness Program Manager) and I subsequently met with Laura Kurman (Senior Program Director of Wayside Youth and Family Support). Mrs. Kurman indicated that her organization had the capacity and the willingness to execute the proposed program if the City of Watertown opted to recover funds from Right Turn and seek a new partner.

If the City of Watertown approves another partner to execute the proposed program, I respectfully recommend that Wayside Youth and Family Network of Watertown be given consideration. This organization has served our community by providing mental health and other supports to children, young adults and families. Wayside Youth and Family Network possesses a National Accreditation for Excellence from the Council on Accreditation of Services for Children and Families. For many years, the leadership team at Wayside Youth and Family Network has worked effectively with varying municipal agencies in the City of Watertown and it is expected they would continue to serve the City well.

Respectfully,

Captain Daniel S. Unsworth
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