



The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services



MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

TERRENCE M. REIDY
SECRETARY

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

Telephone (978) 567-3100

www.mass.gov/dfs

JON M. DAVINE
STATE FIRE MARSHAL

May 29, 2024

Chief Charles Breen
City of Somerville
266 Broadway
Somerville, MA 02145

Dear Chief Breen:

I am pleased to inform you that the City of Somerville has been awarded \$8,500.00 for the Student Awareness of Fire Education (SAFE) Program and \$2,900.00 for the Senior SAFE Program in FY24.

Attached to this letter is a Commonwealth of Massachusetts Standard Contract Form, Contractor Authorized Signatory Listing (CASL) Form, and Grant Agreement Scope of Work for your award. Please print and mail copies of these documents with original, wet ink signatures to Sheryl Hedlund at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at www.macomptroller.org/forms. A helpful tip sheet on completing the CASL Form and other contract documents is also attached for your reference. Please be aware that no purchases or activities being funded by this grant award can begin until this contract has been fully executed by DFS and your department, and funds will not be disbursed until this contract has been fully executed. DFS will provide you with a copy of the fully executed contract and provide specific directions to proceed when your contract has been executed.

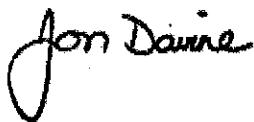
As a reminder, the eligible costs for the SAFE and Senior SAFE programs in FY24 are listed on page 6 of the Notice of Funding Opportunity that you responded to when applying to this program. Only costs and activities that are listed on this page can be supported with SAFE and Senior SAFE funding.

If you have any questions about the requirements described above, please contact Sheryl Hedlund at 978-567-3381 or SAFE.FireSafetyDivision@mass.gov.

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

As always, I thank you for your dedication to educating our most vulnerable citizens on the risks of fire and other life safety hazards. Your tireless efforts will without a doubt continue to save lives, and I look forward to hearing of the success stories that result from this year's funding.

Sincerely,

A handwritten signature in cursive script that reads "Jon Davine".

Jon M. Davine
State Fire Marshal

CC: Captain David Stilner
Captain Tim Bakey
Administrative Assistant Ali Bladbi



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

MAURA T. HEALEY
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LIEUTENANT GOVERNOR

May 29, 2024

Chief Charles Breen
City of Somerville
266 Broadway
Somerville, MA 02145

Dear Chief Breen:

Congratulations! We are pleased to inform you that the City of Somerville has been awarded \$8,500.00 for the Student Awareness of Fire Education (SAFE) Program and \$2,900.00 for the Senior SAFE Program in FY24.

The SAFE Program has provided immeasurable benefits to the Commonwealth since its inception, and we are so proud to be continuing that tradition again this year. Please know how thankful we are for your perpetual dedication to educating and protecting our most vulnerable populations.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Sheryl Hedlund at the Department of Fire Services at 978-567-3381 with any questions you have about this award.

Sincerely,

A handwritten signature in blue ink that reads "M. T. Healey".

GOVERNOR MAURA T. HEALEY

A handwritten signature in blue ink that reads "Kim Driscoll".

LT. GOVERNOR KIMBERLEY DRISCOLL

CC: Captain David Stilner
Captain Tim Bakey
Administrative Assistant Ali Bladbi

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Somerville (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 93 HIGHLAND AVE, SOMERVILLE, MA 02143		Business Mailing Address: State Road, P.O. Box 1025, Stow, MA 01775	
Contract Manager: Provisional Chief Charles Breen, Jr.	Phone: 617-623-1700	Billing Address (if different):	
E-Mail: cbreen@somervillema.gov	Fax: 617-625-8101	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192138		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-2024SAFEGRANT0000000	
		RFR/Procurement or Other ID Number: FY24 SAFE and Senior SAFE Grant Program	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.	
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ _____ (or "no change")	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)	
<input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)		<input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)	
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)		<input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)		<input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)	
<input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <u>\$11,400.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This contract is for grant funds awarded from the FY24 Student Awareness of Fire Education (S.A.F.E.) Grant and Senior SAFE Grant programs administered by the Department of Fire Services in accordance with the FY24 grant application, the attached Scope of Work (SOW), and the attached FY24 SAFE and Senior SAFE Grant Report Template. Award amounts are as follows: SAFE Grant - \$8,500.00; Senior SAFE Grant - \$2,900.00.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 31, 2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: <input checked="" type="checkbox"/> <u>Katjana Ballantyne</u> Date: <u>6-12-2024</u> (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: <input checked="" type="checkbox"/> _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>Katjana Ballantyne</u>		Print Name: <u>Jon M. Davine</u>	
Print Title: <u>Mayor</u>		Print Title: <u>State Fire Marshal</u>	

**Department of Fire Services
Contract Addendum for
Discretionary Grant Agreement
Funded by State Operating Appropriation**

**FY24 SAFE and/or Senior SAFE Grant
Scope of Work and Budget**

Authorization: The Department of Fire Services (DFS) is authorized to administer discretionary FY24 Student Awareness of Fire Education (SAFE) and Senior SAFE grant funds in accordance with 815 CMR 2.00 and Chapter 28 of the Acts of 2023, the so-called General Appropriations Act, line item 8324-0000.

Introduction: This entire agreement (the "Grant Agreement") between the parties consists of the following documents in the following order of precedence: (1) the Commonwealth's Standard Terms and Conditions; (2) the Commonwealth's Standard Contract Form; (3) the FY24 SAFE and Senior SAFE Grant Notice of Funding Opportunity and Application BD-24-1021-DFS-DFS01-97088; (4) this Addendum; and (5) the Grant Recipient's (the "Grantee") application for SAFE and/or Senior SAFE funding. The Grantee agrees to comply with this Grant Agreement and applicable state laws, regulation, and policy as a condition of receiving a DFS grant.

Grant Project Description: The purpose of this grant is to deliver fire and life safety education to school-age students and/or senior citizens to reduce the number of preventable injuries and fatalities in this/these vulnerable population(s).

Grant Manager: The DFS and the Grantee will each assign a grant manager with respect to this Grant Agreement. It is anticipated that the grant manager listed in the Grantee's application will not change during the Term of this Agreement. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other.

The DFS grant manager is responsible for coordinating day-to-day operations of the grant and grant supported activities. He/She will monitor the grant & grant supported activities to assure compliance with grant requirements, work closely with the Grantee to ensure successful completion of the grant performance goals, provide technical assistance upon request, and will review and approve required reporting documentation.

The Grantee's grant manager will serve as the interface between the DFS and all Grantee personnel participating in this program. He/She will oversee the projects and activities that must be executed to meet the grant funding goals, will monitor the grant to assure the objectives are being met, funds are utilized efficiently and communicate necessary adjustments to the DFS grant manager if challenges arise, will facilitate regular communication with the DFS grant manager including status reports/updates, participation in site visits, and review of performance against the Grant Agreement, and will provide accurate and timely reporting to the DFS grant manager.

Payment Terms: All payments under this agreement shall be made in accordance with the Commonwealth's bill paying policy. The Grantee shall receive a lump sum payment upon

proper execution of the entire Grant Agreement by both the Grantee and DFS. Said lump sum payment shall be equal to the value of their total grant award. Grant funds may be spent only on costs listed in the "Budget Worksheet" section of the Grantee's FY24 SAFE & Senior SAFE Grant Application and shown on the list of allowable program expenses found in Section VI (page 6) of the FY24 Student Awareness of Fire Education & Senior SAFE Grant Program Notice of Funding Opportunity, which is incorporated into this section by reference. Funds for SAFE and Senior SAFE cannot be mixed or interchanged.

The funds may not be used to serve as a match for a federal grant without prior written authorization from the MA Department of Fire Services' Chief Financial Officer.

All applicable local and state procurement requirements must be adhered to in the use of these grant funds. The Grantee shall implement effective internal and accounting controls to ensure a system for safeguarding all grant funds, property and assets for the life of the grant and ensure that funds are used solely for authorized grant purposes. DFS has the right to recoup overpayments made for grant performance and the Grantee shall reimburse DFS at the end of the grant, as directed in the Grant Agreement, for all unexpended grant funds or overpayments. The Grantee shall properly account for all income earned as a result of the grant funding, which shall be returned to DFS, used to offset grant approved costs, or used towards the cost of additional grant performance consistent with the grant purposes.

Period of Performance: The Grant Agreement begins on the date that both the Standard Contract Form and this Contract Addendum have been executed by both the Department of Fire Services and the Grantee. The Grantee may not incur any expenses until these documents have been fully executed by both the Grantee and the Department of Fire Services. The period of performance for this grant will end on December 31, 2024.

All expenses must be incurred during the period of performance. Expenses involving supplies or equipment are considered incurred on the date that the Grantee accepts delivery of the supply or equipment, while personnel expenses are considered to be incurred on the date that the activity occurs. Expenses incurred outside of the period of performance **will not** be considered valid program expenses.

Reporting Requirements and Return of Unspent Funds: The Grantee shall submit a year-end-report using the *FY24 SAFE and Senior SAFE Grant Report Template* (attached) no later than January 31, 2025.

All funds that are not used for allowable expenses within the grant performance period must be returned to DFS. After receiving the Grantee's report, the DFS Grant Manager will provide the Grantee with an amount due to DFS and detailed payment instructions if all funding has not been expended in accordance with grant terms and conditions. Such funds shall be returned to DFS within 30 days of notification that that they are due.

Failure to submit a year-end report will result in a demand for all awarded funds to be returned to DFS. Failure to submit a year-end report or return unspent funds will result in the recipient being considered ineligible for future SAFE or Senior SAFE grant awards.

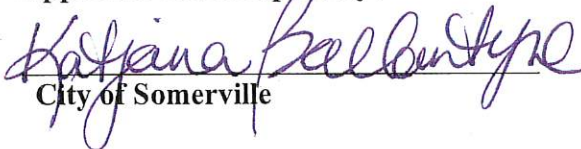
Grant Monitoring: The DFS will conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice, when practicable, will be given prior to a site visit. Findings of non-compliance with any portion of this agreement may result in a demand for funds to be returned to DFS. In accordance with 815 CMR 2.00, the Grantee shall maintain records, books, files, reports, and other data in such detail as shall properly substantiate claims for payment for a minimum retention period of seven years beginning on the first day after the final payment under the grant. Any and all records pertaining to this grant are subject to inspection or audit by DFS at any time.

Changes in Scope of Work or Budget: The Grant Agreement performance goals and budget are fixed, and any change would be a “material” change in the contract. “Material” changes to the Grant Agreement performance goals (adding, deleting, or altering items) or budget lines (deletions, additions, or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Opportunity to Consult with Counsel: Grantee acknowledges that it has had the opportunity to consult with counsel of its choosing in the review of this Grant Agreement, that it is encouraged by the DFS to do so, and that the Grantee is fully aware of the contents of this Grant Agreement and its legal effect.

Representations: The individuals signing this Agreement attest that they are competent and authorized to enter into this Agreement on behalf of their respective agencies.

Approved and accepted by:


City of Somerville

Katjana Ballantyne, Mayor
Print Name and Title

6-18-2024
Date

Approved and accepted by:

Department of Fire Services

Jon Davine, State Fire Marshal
Print Name and Title

Date