

# METROPOLITAN MAYORS COALITION

## SENATOR CHARLES E. SHANNON, JR. COMMUNITY SAFETY INITIATIVE

January 21, 2025

Somerville Police Department  
Attn: Dorothy Cassesso  
220 Washington Street  
Somerville, MA 02143

### 2025 Senator Charles E. Shannon, Jr. Community Safety Initiative Award Letter

The Metro Mayors Community Safety Initiative (CSI) has received a \$815,703.17 Shannon Grant award from the Massachusetts Executive Office of Public Safety and Security (EOPSS).

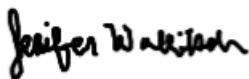
The **Somerville Police Department** has been awarded **\$23,105.00** with a match requirement of **\$5,777.00**. Enclosed, please find a detailed budget breakdown of approved expenses. In order to be eligible for reimbursement, approved expenses must take place within the following timeframe: January 10th, 2025, and November 30<sup>th</sup>, 2025. If you intend to spend funds after November 30<sup>th</sup>, 2025, please submit a request via email prior to November 1<sup>st</sup>, 2025 for review. Approvals will be made on a case-by-case basis. All partners are strongly encouraged to expend funds in a timely manner to limit the possibility of unanticipated unspent grant funds.

Shannon Grant funds must be used in a manner consistent with the strategies and objectives outlined in the 2025 Metro Mayors CSI Shannon Grant application. If you would like to modify your plan for Shannon-funded programming, please contact me at [jwallitsch@mapc.org](mailto:jwallitsch@mapc.org) as soon as possible. As fiduciary, the Metropolitan Area Planning Council (MAPC) reserves the right to reject any reimbursement request that does not comply with the grant requirements and/or guidelines.

Attached you will find a document containing a copy of the Commonwealth of Massachusetts Standard Contract Form, EOPSS Office of Grants and Research General Subrecipient Grant Conditions, and the Availability of Grant Funds for the 2025 Senator Charles E. Shannon, Jr. Community Safety Initiative. Following your review of these documents, **please sign and return the 2025 Metro Mayors CSI Shannon Grant Conditions Acknowledgement Form.** This form shall be signed by the highest-ranking official in your department or organization, as well as your designated contact person, and returned to me via email at [jwallitsch@mapc.org](mailto:jwallitsch@mapc.org) no later than **January 31, 2025.**

Thank you all for your work on the 2025 application and your continued efforts within the Metro Mayors communities. I look forward to another year of successful collaboration between the Metro Mayors CSI and our prevention and law enforcement partners. Please do not hesitate to contact me with any questions or concerns.

Regards,



Jenifer Wallitsch  
Metro Mayors Shannon Grant CSI Program Manager

# **METROPOLITAN MAYORS COALITION**

**SENATOR CHARLES E. SHANNON, JR. COMMUNITY SAFETY INITIATIVE**

OT for Hot Spot Patrols, Youth Police Academy Officer, and Dialogue and Workshop time (State Share= \$23,105.00, Match Share= \$5,777.00).

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## **SENATOR CHARLES E. SHANNON, JR. COMMUNITY SAFETY INITIATIVE**

OT for youth police academy staffing for 5 8-hour days. OT for officers to attend workshops and dialogue sessions with at risk youth and their parents and guardians. OT for hotspot patrols in areas of concentrated firearm violence. (State Share= \$24,150.00, Match Share= \$8,050.00).

# METROPOLITAN MAYORS COALITION

## SENATOR CHARLES E. SHANNON, JR. COMMUNITY SAFETY INITIATIVE

### 2025 Metro Mayors CSI Shannon Grant Award Terms & Conditions

#### Memorandum of Understanding

On behalf of \_\_\_\_\_ (city/town/organization), I have received, read, and agree to the terms and conditions outlined in the following documents related to my municipality/organization's 2025 Metro Mayors CSI (Community Safety Initiative) Shannon Grant Award:

- Commonwealth of Massachusetts – Standard Contract Form (Attachment 1)
- Executive Office of Public Safety and Security (EOPSS) - Office of Grants and Research General Subrecipient Grant Conditions (Attachment 2)
- Availability of Grant Funds for the 2025 Senator Charles E. Shannon Jr. Community Safety Initiative (Attachment 3)

I also acknowledge and agree to the following provisions:

- 1) Each partner of the Metro Mayors CSI must designate a contact person. This person must attend the Initiative's collaboration meetings.
- 2) Each partner must complete all reports required by EOPSS and meet all deadlines set by MAPC for these reports. This includes, but is not limited to:
  - a. Quarterly Financial Reports
  - b. Biannual Programmatic Reports
- 3) Police departments receiving Shannon CSI funding must:
  - a. Participate and submit case-specific information on officer administration of Narcan/Naloxone using a reporting tool as determined by EOPSS.
  - b. Contribute daily crime data to the Commonwealth of Massachusetts Fusion Center's Coplink.
  - c. Report their crime data on a monthly basis (at a minimum) to the Crime Reporting Unit of the Massachusetts State Police. Departments with a record management system that is capable of generating National Incident Based Reporting System (NIBRS) data must submit crime data to the Crime Reporting Unit only in this format.  
\*In addition, departments that maintain a juvenile lockup must submit monthly juvenile lockup data to the Department of Criminal Justice Information Services via CJIS/LEAPS.
- 4) Each partner must ensure that all reimbursement requests submitted to MAPC are for approved expenses as detailed in their Award Letter or any subsequent EOPSS/MAPC approved budgets for their city/town/organization. All requests must be accompanied by appropriate backup documentation including detailed payroll documentation, invoices, proof of payment and/or receipts. All purchases made with Shannon CSI funding must be made in accordance with State



procurement law (M.G.L. Ch. 30B) and supporting documentation demonstrating compliance must be made available to MAPC upon request.

- a. At a minimum, requests for reimbursement of approved expenses must be submitted to MAPC on a quarterly basis, subject to EOPSS' quarterly report deadlines. However, MAPC will also accept reimbursement requests on a monthly basis. In order to be eligible for reimbursement, approved expenses must take place within the following timeframe: January 14<sup>th</sup>, 2025, and November 30<sup>th</sup>, 2025. If you intend to spend funds after November 30<sup>th</sup>, 2025, please submit a request via email prior to this date for review. Approvals will be made on a case-by-case basis.
- 5) Funds for projects and services provided through the Shannon CSI must supplement, not supplant, other state or local funding sources.
  - a. Supplanting is defined as a reduction of local funds for an activity specifically because State funds are available (or expected to be available) to fund that same activity.
- 6) Each partner who wishes to amend their approved 2025 budget must complete and submit a budget revision request in writing to the Shannon CSI Program Director before **November 1, 2025**. The Shannon CSI Program Director will then review the submission and submit the request to the EOPSS.
- 7) Partners must cooperate with the implementation of the individual risk assessment tool and comply to the greatest extent possible with additional requests from the Local Action Research Partner (LARP).



## Signatures

For the HIGHEST RANKING OFFICIAL

X \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For the DESIGNATED CONTACT PERSON

X \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For the Metropolitan Area Planning Council

X \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division 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, 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 forms at macomptroller.org/forms or mass.gov/lists/ofs-d-forms.

CONTRACTOR INFORMATION: Contractor Legal Name Metropolitan Area Planning Council (MAPC), d/b/a; COMMONWEALTH INFORMATION: Department Executive Office of Public Safety & Security, MMARS Code EPS; Contract Manager Name Steven Domingos; Business Mailing Address 35 Braintree Hill Office Park, Suite 302, Braintree, MA 02184; Billing Address If Different; Phone (617) 933-0701; Email mdraisen@mapc.org; Fax; Vendor Code VC6000161316; MMARS Doc ID(s) SCEPSFY25SHANNONMAPC; Vendor Code Address ID AD 001; RFR/Procurement or Other ID Number BD-25-1044-EPS11-1044O-106882

NEW CONTRACT / CONTRACT AMENDMENT: Procurement or Exception Type (Check one option only); Statewide Contract (OSD or an OSD-designated department.); Collective Purchase (Attach OSD approval, scope, and budget.); Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.); Emergency Contract (Attach justification for emergency, scope, and budget.); Contract Employee (Attach Employee Status Form, scope, and budget.); Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.); Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.); Current Contract End Date PRIOR to Amendment; Amendment Amount Or Enter "No Change"; Amendment Type (Check one option only. Attach details of amendment changes.); Amendment to Date, Scope, or Budget (Attach updated scope and budget.); Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.); Contract Employee (Attach any updates to scope or budget.); Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)

TERMS AND CONDITIONS: The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option); Commonwealth Terms and Conditions; Commonwealth Terms and Conditions for Human and Social Services; 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. 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.); Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$815,703.17

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: Statutory/legal; Ready Payments (M.G.L. c. 29, § 23A); Agree to standard 45-day cycle; Only initial payment

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. Senator Charles E. Shannon Jr.; Community Safety Initiative Funding; 2025 Shannon Gang Violence Prevention, Suppression, Intervention; 8100-0111; \$815,703.17

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN: Does the Supplier Diversity Program apply? YES; NO. If YES, the Contractor's annual SDP commitment for this Contract is; If NO, and the department is an Executive Department, enter the appropriate exemption: Grants

ANTICIPATED START DATE (Complete ONE option only.): The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. 2. may be incurred as of 20, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. 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 12/31/2025, 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: Signature Marc Draisen, Date 12/20/2024, Print Name Marc Draisen, Print Title Executive Director; AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: Signature Kevin J. Stanton, Date 1/10/25, Print Name Kevin J. Stanton, Print Title Executive Director

Department/Organization Name Metropolitan Area Planning Council  
(Print or Type)

Office of Grants and Research (OGR)  
Executive Office of Public Safety and Security  
**General Subrecipient Grant Conditions**

**Information for Authorized Signatories**

The office of Grants and Research (OGR) accepts signatures from authorized signatories on the following forms:

- Standard Contract Form including contract amendments
- Electronic Fund Transfer (EFT) Authorization Form
- Form W-9
- The Massachusetts Substitute Form W-9
- Interdepartmental Service Agreements including amendments
- Office of Grants and Research General Subgrant Conditions

**Acceptable Forms of Signature**

OGR will accept signatures executed by an authorized signatory in any of the following formats:

1. A traditional “wet signature” (ink on paper).
2. An Electronic signature that is either:
  - a. Hand drawn using a mouse or finger if working from a touch screen device
  - b. An uploaded picture of the signatory’s hand drawn signature
3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory’s name and title, and must be accompanied by a signature date.

**NOTE:** *If using an electronic signature, the signatory’s name and title and date of signing must accompany the signature in plain sight. Typed text in a cursive font **not** generated by a digital tool (Adobe Sign, DocuSign, etc.) **will not be accepted.***

**Instructions for Authorized Signatories**

1. Read and initial all pages where indicated
2. Sign and date as applicable, where indicated
3. **See Addendum 5** for special conditions associated with the specific federal grant-stream that is the source of the award and Initial where indicated.
4. If the source of the award is **NOT** federal funds or there are no special conditions, Addendum 5 will indicate N/A and should be initialed nonetheless.



5. Return the fully executed General Subrecipient Grant Conditions with the fully executed Commonwealth of Massachusetts Standard Contract Form or Interdepartmental Service Agreement.

*Note: Your signature on the Standard Contract or Interdepartmental Service Agreement indicates you have read and agree to comply with all conditions, certifications, and obligations therein. Failure to comply with any conditions may result in termination of the contract or other consequences.*

### **Additional Instructions for Law Enforcement Subrecipients**

Read and sign **Addendum 1: Additional OGR Conditions for Law Enforcement Agencies**

### **Additional Information for Research Subrecipients**

Read, complete, and sign **Addendum 2: For Research Grants Only (Human Subjects Protection)**.

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### **Subrecipients of Federal Grant Funds**

- Subrecipients receiving federal grant funds administered by OGR, must comply with **three sets of general grant conditions**: (1) federal conditions; (2) state conditions; and (3) OGR conditions. These three sets of general grant conditions are addressed in this primary document.

#### **Federal Conditions**

Federal conditions are based on laws passed by Congress, regulations issued by the federal department making the funds available and published in the Code of Federal Regulations (CFR), and financial guidance also created by the federal department making the funds available. Additionally, in most cases, there are requirements and conditions associated with specific federal grant-streams, which are not conditions of receipt of federal funds generally.

*Note: See Addendum 5 for specific conditions associated with a specific federal grant-stream.*

#### **State Conditions**

State conditions are established in laws passed by the Massachusetts Legislature and orders and rules established by the governor. They are referenced in the Standard Contract Form itself and, in the pages attached to it.

#### **OGR Conditions**

OGR conditions outline the further administrative requirements for each grant award established by the Executive Office of Public Safety and Security (EOPSS) and Office of Grants and Research (OGR).

## **Subrecipients of State Grant Funds**

- When receiving a grant award from state funds administered by OGR, subrecipients must comply with **two sets of general grant conditions**: (1) state conditions and (2) OGR conditions as described in the section above.
- State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the Governor. They are referenced in the Standard Contract Form itself and, in the pages, attached to it.
- OGR conditions outline the further administrative requirements for each grant award established by the EOPSS and OGR. They are included in this document.

## **Federal Grant Fund Conditions**

The basic federal grant conditions below apply to all federal grants, regardless of the federal department making the funds available.

- **Audit Requirements of Federal Funds**
  - [2 CFR 200 Subpart F Audit Requirements](#) apply to each non-profit organization, institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within 12 months must have an audit performed on the use of the funds. OGR defines the 12 months as July 1 to June 30. The above webpage provides the full text of this basic federal grant requirement:
- **Unique Entity Identifier (UEI) and System for Award Management (SAM)**
  - All subrecipients of federal funds must have a 12-character alphanumeric UEI ID. For more information: Visit [SAM.gov | Home](#)
  - All subrecipients of federal funds must maintain annual registration in the SAM database: [SAM.gov | Home](#)
- **Transparency Act Reporting for Federal Funds**
  - The Federal Funding Accountability and Transparency Act (FFATA) requires EOPSS to report on a federal website specific award and subrecipient identifying information for each award greater than **\$30,000** OGR makes with federal funds it received after October 1, 2010. Prior to receiving funds, certain affected subrecipients must report certain information to OGR so that EOPSS may fulfill its FFATA reporting requirements. Data reported by EOPSS may be viewed at [www.USASpending.gov](#).
- **Cost Principles for Federal Grants to non-federal entities, including State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education**
  - [2 CFR Part 200 Subpart E](#) – Cost Principles. These regulations list and define general categories of costs that are both allowable and unallowable. Examples are included below.
    - The cost of alcoholic beverages is unallowable.

- Costs incurred by advisory councils are allowable.
- Audit costs are allowable.
- Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
- Entertainment costs are unallowable.
- Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life **of more than one year** or a current per-unit fair market value of **\$5,000 or more must be tracked**. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Addendum 4**.
- Travel costs are allowable if pre-approved by OGR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities.
- If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.

## **2 CFR 200.214 Suspension and Debarment**

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). The regulations in [2 CFR part 180](#) restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- **The 2 CFR Part 200 Appendices and links referenced below also apply to State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education (IHEs):**
  - [Appendix II to Part 200](#)—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
  - [Appendix III to Part 200](#)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
  - [Appendix IV to Part 200](#)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
  - [Appendix V to Part 200](#)—State/Local Government wide Central Service Cost Allocation Plans
  - [Appendix VII to Part 200](#)—States and Local Government and Indian Tribe Indirect Cost Proposals

- [Appendix VIII to Part 200](#)—Nonprofit Organizations Exempted from Subpart E—Cost Principles of Part 200

- **Nondiscrimination Requirements**

- If you receive federal funds, you must comply with and require subcontractors, if any, to comply with all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
- In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and to OGR.
- In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- **Human Subjects Protection**

For Research Subrecipients only. See **Addendum 2**.

### **Additional Federal Department-Specific Grant Conditions**

While the conditions above applies to all Federal grants, each Federal department can impose additional conditions associated with specific grants.

### **U.S. Department of Justice Funds**

The U.S. Department of Justice (DOJ) offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these requirements.

- DOJ Financial Guide: <http://www.ojp.usdoj.gov/financialguide/index.htm>.

Pay particular attention to the sections on (1) matching or cost-sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs

requiring prior approval, (6) equipment, and (7) retention and access requirements for records.

- If you receive DOJ grant funds, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review to the Office for Civil Rights, Office of Justice Programs and to OGR an Equal Employment Opportunity Plan (EEO). DOJ's instructions on complying with the EEO requirement:  
[http://www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm)

### **U.S. Department of Transportation Funds**

The National Highway Traffic Safety Administration (NHTSA) of the U.S. Department of Transportation offers documents that present requirements for the use of the funds and outline the purpose of each category of grants provided. Programmatic and financial guide documents from NHTSA can be found in the Resources Guide page here:

<https://www.nhtsa.gov/highway-safety-grants-program/resources-guide#13676>

### **U.S. Department of Homeland Security Funds**

The U.S. Department of Homeland Security adheres to 2 CFR Part 200 grant requirements. If you receive these funds, you must adhere to these requirements.

The link to the Code of Federal Regulations: [2 CFR Part 200](#)

Additional grant information may be found in the DHS/FEMA Preparedness Grants Manual:

<https://www.fema.gov/grants/preparedness/manual>

Because of the importance of equipment purchases for the program, specific information and guidance on allowable equipment purchases may be found at:

<https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>.

### **State (MA) Grant Fund Conditions**

For cities, towns, other public entities, non-profit organizations receiving state grant funds, the primary state conditions are included in the Contractor Certifications and Legal References document attached as Addendum 3 (which is excerpted from the Instructions for the Standard Contract Form).

*Please pay attention to the specific certifications, legal references, and links in Addendum 3.*

The Authorized Signatory's signature on the Standard Contract indicates that all materials have been read and the Signatory is agreeing to comply with all certifications and obligations.

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### **Office of Grants and Research Conditions**

In addition to the federal and state general grant conditions outlined above, EOPSS and OGR have certain grant conditions that are essential to the administration of grant awards. Whether subrecipients are receiving funds from a federal or state grant, they must adhere to these

conditions. Federal and State Conditions must be adhered to by subrecipients of federal grant funds.

- **Drug-Free Workplace Certification**  
The Drug-Free Workplace Act of 1988 (41 USC 702) requires all recipients of federal grants to provide an annual certification that the grant recipient will take certain steps to ensure a drug-free workplace.
- **Time Extensions of Contracts**
  - While uncommon, time extensions may be granted at the option of OGR. They are not encouraged or guaranteed.
  - If a subrecipient needs additional time to complete the scope of work for the grant award, OGR may approve a **time-only** extension as long as the contract with the revised end date is executed by both the subrecipient and OGR before the end date of the current contract.
  - **No time extension** will be permitted if the amended contract form is executed after the current contract end date.
  - Requests for time extensions must be made **at least 30 days** before the end date of the current contract.
- **Remaining Balances**  
Any amount of an award remaining at the expiration of a contract or Interdepartmental Service Agreement will be reverted to OGR.
- **Interdepartmental Service Agreement Spending**  
Interdepartmental Service Agreement (ISA) spending must adhere to the dates specified in the ISA and follow the policy in the ISA as dictated by the Office of the Comptroller (CTR).
- **(New) ISA Terms and Conditions (See attached)**
  - **Link** ([1779234 \(powerdms.com\)](https://powerdms.com/1779234)).
- **(New) ISA- Anticipated Start Date.** The Buyer/Parent and Seller/Child Departments must certify when obligation under this ISA or Amendment may be incurred.

Pursuant to 815 CMR 6.03(2), the effective date of an ISA shall be the latest of the following:

- The date the ISA was executed by an authorized signatory of the Buyer Department.
  - The date the ISA was executed by an authorized signatory of the Seller Department; or
  - A later date as specified in the ISA
- All goods must be received, and all services must be rendered by the end date of the ISA or contract. Receipt of goods and services occurring after the specified ISA end date may result in denial of those costs. The Seller (*child department*) will be responsible for covering those costs with an account other than that funding the ISA.
  - **Accounts Payable Period**  
Each Interdepartmental Service Agreement has a defined accounts payable period.

ALL payments must be completed and disbursed by the end date of the specified accounts payable period within the ISA.

***NOTE: Subrecipients Child department may not ask the Office of the Comptroller to extend an end date of the program code associated with the ISA without prior agreement by OGR. Should this occur, OGR will deny costs against the ISA. If the costs have already been accepted in MMARS, OGR will ask the “child” department to execute an expenditure correction transaction in MMARS to move those costs to another account belonging to the department.***

- **Spending**

An ISA that crosses a state fiscal year ending (June 30) into the next fiscal year, must observe the Commonwealth’s policies on payment corrections or overpayments. That is, any unallowable charges must be corrected with an Expenditure Correction (EX) transaction before August 31.

All unallowable expenditures including payroll cost must be corrected by the date specified in the Fiscal Year Close/Open guidance issued each year by the Office of the State Comptroller. Any overpayments must be corrected with an Expenditure Refund transaction before August 31.

- **Reporting**

OGR requires all financial reports to be submitted along with a Warehouse Query and Labor Cost Management Query (for ISAs only) detailing the expenditures made for that period by the child department. Documentation to support the match is also required if a non-federal match is required.

**All spending outside of the approved cost categories requires a budget modification.**

At OGR’s discretion, reimbursement will be held until reporting requirements are met.

- **Requests for reimbursement and Financial Reports**

All request for reimbursements and financial reports MUST be received by OGR fifteen (15) days after the end of the reporting period.

Those received after the required time frame may result in non-payment at the option of OGR. Should this occur, OGR will notify the subrecipient of the non-payment for this reason.

Reimbursement under a subsequent contract may also be withheld pending resolution of any outstanding documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract. If the request for reimbursement is returned because of incomplete documentation, the request and documentation must be resubmitted within the timeframe dictated by OGR.

- **Programmatic and Financial Reports** must be received in accordance with the requirements of the specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.

- **Allowable grant-related travel costs** will be paid at the lesser rate of \$.62 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- **Indirect cost rates will not** be reimbursed based on a percentage rate without documentation of the rate having been approved by a federal agency. When a percentage rate has not been approved by a federal agency, a subrecipient may request of OGR allowable direct costs that will be incurred and can be specifically allocated to the project being funded.

*Note: 2 CFR 200.414(F), "any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely."*

***Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.***

- **Procurement practices** of subrecipient agencies must be followed. The subrecipient should ensure that its procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient agency/organization and a federal guideline, the more restrictive procedure applies.
- **Timesheets** must be maintained by subrecipients for work performed by its employee(s) paid for with grant funds. Timesheets must show the hours worked and paid for with grant funds and must be signed by the employee(s).

### **COMINGLING OF GRANT FUNDS IS STRICTLY PROHIBITED**

- **Submission of "Federal OMB Circular 2 CFR 200 Audit Form (formerly OMB Circular A-133)"** is required for subrecipients that expend more than \$750,000 in federal funds from all sources during their fiscal year.
- Subrecipients will submit the form to OGR at the end of the fiscal year after the completion of a single or program-specific audit of their federal funds. Subrecipients must indicate if they were required to have an audit and if so, to identify any findings related to the federal funds awarded by OGR.
- **Site visits and other monitoring** of subrecipients will be conducted by OGR periodically. All records, papers, and other documents of any kind related to the funded activity **must be made available** promptly upon request for inspection and copying to any person authorized by OGR.



- **Grant-related documents** for federal awards must be retained for a period of six years from the close of the contract. Grant related documents funded with state funding must be retained for six years after the close of the contract.
- **Evaluations** of a subrecipient's funded program by an outside evaluator during or at the conclusion of the project period, should be reported to OGR in writing and a copy of the evaluation should be provided.
- **Reporting alleged fraud, waste, or abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws, regulations, appropriate guidelines, or purposes of the grant.
- **Award sub-recipients must accept their award** no later than 30 days from the award date. Failure to accept a grant award within the 30-day timeframe may result in a loss of funds.
- **Use of funds should begin** within 90 days of the start of the contract, and if they are not, the subrecipient must report to OGR the steps taken to initiate the grant activities, the reasons for the delay, and the expected start of the use of the funds
- If meaningful implementation steps have not begun after 90 days of the grant start date, OGR reserves the right to cancel the contract.
- **Subcontractors** implementing activities with grant funds must adhere to the grant provisions in this document and should be approved by OGR prior to subrecipients executing subcontracts.

**Instructional materials created or produced with grant funds will be “work made for hire,” as defined in United States copyright law, and EOPSS/OGR shall be considered the author.**

EOPSS/OGR shall be the sole owner of all rights pertaining to these materials, including copyrights and all rights to use, reproduce, or publish the materials, and subrecipients may not use, reproduce, or distribute such materials without prior written the approval of OGR. If a project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS/OGR reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material. If paid with federal funds, the grant number must appear on the materials. Any materials produced as a result of a grant award from this agency should name the grant program, award number, and state “Funding provided by EOPSS Office of Grants and Research”. Please contact your OGR point of contact if you need assistance with this disclosure.

- **Audiovisual or written materials** developed as part of the grant may be required to incorporate specific language or disclaimers (e.g., regarding the federal source of

funding) and in some instances pre-approval from the federal funding agency as instructed by the OGR grant manager.

<sup>DS</sup>  
MD  
**Initials:**

**OVERTIME POLICY  
FOR SUBRECIPIENTS RECEIVING FEDERAL FUNDS**

This policy applies to all subrecipients and contractors that receive a Federal grant award from the Executive Office of Public Safety and Security’s Office of Grants and Research (OGR) and are requesting to use grant funds for overtime costs.

**Overtime** hours being charged against a federal grant award provided by OGR may only seek reimbursement for **actual hours worked** regardless of department policy or union contract rules. For example, an officer working one hour of overtime on a federally funded project awarded by OGR is **prohibited** from **charging the grant award for 4 hours of overtime** due to a union contract. A department that must allow for this, will need to cover the remaining 3 hours of overtime from their own state or local budget. **Departments found violating this policy will be subject to immediate termination of a grant award and must return all misspent funds back to OGR.**

**Definitions**

For this policy, the definitions for the key terms referenced within are listed below:

- *Overtime-* Expenses limited to the additional costs that result from state and local first responders such as sworn law enforcement personnel working over and above their weekly full-time/part-time schedule as a direct result of their performance of approved activities related to the project receiving federal funding.
- *Backfill related Overtime-* Expenses limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to an approved grant activity outside of their core responsibilities.
- *Subrecipient-* An entity receiving a grant award from OGR.
- *First Responder-* State or local law enforcement, fire services, emergency medical services, emergency management, health care, hazardous materials, public safety communications, public health, public works, and government administrative type employees. ***Note, each federal award has different criteria as to the type of individual allowed to be reimbursed for overtime costs. Please reference your specific grant application or OGR point of contact to determine qualifying personnel for overtime.***

State and local first responders that are eligible through their department for backfill and/or overtime (and preapproved by OGR) may be reimbursed for backfill and/or overtime **related to grant-funded activities ONLY.**

**By signing below, I am acknowledging that I have read and understand the federal rules associated with the use of grant funding for Overtime Costs.**

<p><small>DocuSigned by:</small> <i>Marc Draisen</i></p> <hr style="border: 0.5px solid black;"/> <p><b>Signature of Authorized Signatory</b></p> <p>Marc Draisen</p> <hr style="border: 0.5px solid black;"/> <p><b>Printed Name</b></p>	<p>12/20/2024</p> <hr style="border: 0.5px solid black;"/> <p><b>Date</b></p> <p>Executive Director</p> <hr style="border: 0.5px solid black;"/> <p><b>Title</b></p>
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**Addendum 1: Additional OGR Conditions for Law Enforcement Agencies**

Law enforcement agencies are subject to mandatory reporting requirements of various information, including but not limited to the reporting requirements listed below. EOPSS and OGR may withhold reimbursements, cancel a contract, or withhold execution of any future grants for law enforcement agencies that do not comply with reporting requirements.

- Crime Data Reporting.** Law enforcement organizations must submit timely and satisfactory monthly Uniform Crime Reporting (UCR) or National Incident Based Reporting System (NIBRS) reports to the Commonwealth’s Crime Reporting Unit at the Commonwealth Fusion Center. If your organization has hardware and software that support the creation of NIBRS data, crime data must be submitted to the Crime Reporting Unit in that format.
- Motor Vehicle Accident Reporting.** Police departments are required to report to the Registry of Motor Vehicles, within 15 days, accidents in which death, injury, or property damage in excess of \$1,000 occurs (M.G.L. c. 90, § 29). The crash reports can be delivered to the Registry of Motor Vehicles (RMV) main office through post office mail or through electronic submission. You may contact the RMV headquarters for any additional information.
- Juvenile Lockup Data.** Law enforcement agencies that maintain a juvenile lockup must submit monthly juvenile lockup data to the Department of Criminal Justice Information Services via CJIS/LEAPS. Contact OGR’s Juvenile Justice Program Coordinator for additional information.
- Fingerprint Cards.** Law enforcement agencies must regularly submit fingerprint cards for all felony arrests to the Identification Section at the Massachusetts State Police Crime Lab as required by state law (M.G.L. c. 263, § 1A; G.L. c. 94C, § 45).
- Toxicology Kits.** All toxicology kits associated with either reported or unreported sexual assault evidence collection kits (SAECK) must be submitted to the State Police Crime Lab.
- Reporting of a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act.** Law enforcement must comply with M.G.L. chapter 140 Section 131Q and ensure a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act is traced by the licensing authority for the city or town in which the crime took place. The licensing authority then must report readily available statistical data to the commonwealth fusion center. The data shall include, but not be limited to: (i) the make, model, serial number and caliber of the weapon used; (ii) the type of crime committed; (iii) whether an arrest or conviction was made; (iv) whether fingerprint evidence was found on the firearm; (v) whether ballistic evidence was retrieved from the crime scene; (vi) whether the criminal use of the firearm was related to known gang activity; (vii) whether the weapon was obtained illegally; (viii) whether the weapon was lost or stolen; and (ix) whether the person using the weapon was otherwise a prohibited person.
- [] N/A

DocuSigned by:	
<i>Marc Draisen</i>	12/20/2024
<small>6D73E3E389D948C</small>	
<b>Signature of Authorized Signatory</b>	<b>Date</b>
Marc Draisen	Executive Director
<b>Printed Name</b>	<b>Title</b>

**Addendum 2: For Research Grants Only**

**Human Subjects Protection**

Research subrecipients must check one of the statements below.

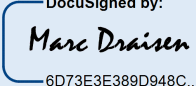
- a. The research activities covered under this Contract/ISA *do not* involve human subjects.**
- b. The research activities covered under this Contract/ISA *do* involves human subjects.**
- c. N/A**

If the research activities involve human subjects (option b), then the subrecipient agrees to certify compliance with 28 C.F.R. Part 46 regulations by completing, “Protection of Human Subjects, IRB Certification, Declaration of Exemption (Common Rule).” This form is available at the National Institute of Justice webpage at <https://nij.ojp.gov/funding/human-subjects-protection>.

The regulation for The Protection of Human Subjects 28 C.F.R Part 46 section 46.101(b) (1-6) defines categories of research involving human subjects that are exempt from its provisions. Details on exemptions can be found at the same National Institute of Justice webpage listed above.



Sign and submit this form (only if your award is funding research).

<small>DocuSigned by:</small>  <small>6D73E3E389D948C...</small>	12/20/2024
<b>Signature of Authorized Signatory</b>	<b>Date</b>
Marc Draisen	Executive Director
<b>Printed Name</b>	<b>Title</b>

## Addendum 3: Excerpts from Commonwealth's Standard Contract

### CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES- CTR Updated 8/6/2021

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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.

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Laws and Regulations Prohibiting Discrimination and Human Trafficking.** Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse, or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices.

**If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

**Payments Subject To Appropriation.** Pursuant to [M.G.L. c. 29 §§ 26, 27](#) and [29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Commonwealth Data, Personal Data, and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the

unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the “unauthorized use”): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth’s Terms and Conditions](#), the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 71, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

**Federal And State Laws And Regulations Prohibiting Discrimination.** Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G.L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ 92A, [98](#) and [98A](#), and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](http://www.commbuys.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability.** Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third-party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third-party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland



the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

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**Initials:** \_\_\_\_\_

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**EXECUTIVE ORDERS CTR Updated 8/6/2021**

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For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481.** Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

**Executive Order 130.** Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346.** Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444.** Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Orders 523, 526 and 565.** Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Initials: 

## Addendum 4: Federal Guidelines on Equipment

Below are the guidelines on equipment found in the Federal Uniform Administrative Requirements for Grants document.

### §200.313 Equipment.

(a) *Title.* Subject to the requirements and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.

(b) *General.* A state must use, manage, and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. The Federal awarding agency may require the submission of the applicable common form for equipment. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. ***(NOTE: Please be advised that permission must be granted by OGR, the State Administrative Agency, prior to implementing a fee-for-service program).***

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further responsibility to the Federal awarding agency.

(2) Except as provided in §200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

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## **Addendum 5: Federal Grant-Stream-Specific Conditions**

Special conditions inserted below.

N/A.

**ACKNOWLEDGMENT**

- 1) Please read and sign all pages where indicated
- 2) Please remember to read and initial all pages where indicated.

*As a duly authorized representative of the subrecipient, I have reviewed all the Grant Conditions and agree to comply with all applicable state rules and federal regulations as indicated above.*

Sign and submit this form	
<small>DocuSigned by:</small> <i>Marc Draisen</i>	12/20/2024
<small>6D73E3E389D948C...</small> <b>Signature of Authorized Signatory</b>	<b>Date</b>
Marc Draisen	Executive Director
<b>Printed Name</b>	<b>Title</b>

Commonwealth of Massachusetts  
Executive Office of Public Safety & Security  
Office of Grants & Research



**State Fiscal Year 2025  
Shannon Community Safety Initiative (CSI)  
Availability of Grant Funds**

Posted: August 23, 2024

Maura T. Healey  
Governor

Kimberley Driscoll  
Lieutenant Governor

Terrence M. Reidy  
Secretary

Kevin J. Stanton  
Executive Director

## PROGRAM OVERVIEW

The Executive Office of Public Safety and Security's (EOPSS) Office of Grants & Research (OGR) is responsible for administering the Senator Charles E. Shannon Jr., Community Safety Initiative (Shannon CSI) Grant Program. The Shannon CSI Grant Program is authorized under Chapter 126 of the Massachusetts Acts of 2024, An Act making appropriations for Fiscal year 2025.

The Shannon CSI Grant Program incorporates the key elements of the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Comprehensive Gang Model.<sup>1</sup> Grant funding, oversight, and technical assistance support regional and multi-disciplinary approaches to *combat gang violence* through coordinated prevention and intervention, law enforcement, prosecution, and reintegration type programs.

## SECTION 1 - IMPORTANT HIGHLIGHTS

### Key Dates

AGF Posted:	August 23, 2024
Deadlines for Questions:	September 5, 2024
Proposals Due:	September 27, 2024, no later than 4:00 p.m.
Award Announcements:	November/December 2024
Grant Period:	On or about January 1, 2025 through December 31, 2025

### Funding Overview

Due to additional legislative language requirements (***\$400,000 shall be expended for targeted violence prevention initiatives at state or federally-assisted housing sites; provided further, that preference shall be given to sites that have been subject to enforcement actions by the United States Department of Justice***), OGR expects to award approximately \$10.7 million with an additional \$400,000 awarded to sites that apply to target violence prevention initiatives at state or federally-assisted public housing sites, for a total of \$11.1 million.

Preference will be given to applications that:

- Outline a comprehensive plan to work with multi-disciplinary partners.
- Propose programs that target geographical locations that demonstrate high levels of gang violence.
- Demonstrate a commitment to regional, multi-jurisdictional strategies.
- Provide a written commitment to match grant funds with a 25% match provided by either municipal or private contributions.
- Identify a local unit of government to serve as the fiscal agent.
- Demonstrate a strong track record of programmatic and financial reporting, with minimal unspent funds from previous grants.
- We will prioritize proposals from organizations with a history of responsible grant management, as evidenced by consistent reporting and minimal fund reversions.
- Preference shall also be given to applicants that target prevention and intervention services for youth from public housing sites that have been subject to enforcement actions by the United States Department of Justice.

**NEW**

*New this year:* As previously mentioned, legislative language includes \$400,000 in Shannon funds to be awarded to target violence prevention initiatives at state or federally-assisted public housing sites.

<sup>1</sup> Review the OJJDP [Comprehensive Gang Model](#).



Violence and drug activity frequently plague public housing sites in our city neighborhoods. Many cities and their partners are already providing services to state or federally-assisted housing sites and this solicitation is now asking applicants to identify those services and funding allocated. For applicants who aren't providing those services, please consider doing so this year to ensure that we are meeting and/or exceeding this request from the legislature. Applicants can propose to add this funding as part of their SFY25 funding request. In order to equally distribute funding, OGR anticipates award amounts to be between \$50,000 and \$100,000 per site for this initiative, however if an applicant wishes to utilize more of their overall Shannon award to benefit this population, that will be permitted. If OGR does not receive a total of \$400,000 in requests for public housing sites, an additional solicitation may be posted.

OGR strongly recommends applications demonstrate a collaborative effort within a municipality or region. For each application, OGR encourages a municipal entity to serve as the lead applicant and fiscal agent. OGR encourages sign-off by a Senior/Municipal Department Official to demonstrate executive leadership and commitment to the collaborative effort. Funds may be distributed to project partners by the lead fiscal agent. Project partners in the multi-disciplinary team may include municipal and state law enforcement agencies,<sup>2</sup> non-profit community based organizations, and other government agencies including but not limited to: District Attorneys' Offices, Probation, Parole, Department of Youth Services, and Sheriffs' Offices.

Multiple municipalities may apply together as a regional collaborative group, with one municipality serving as the lead applicant and as the fiscal agent for the group.

### *Eligibility*

The 2025 Shannon CSI AGF is a competitive grant program. OGR may award full funding, partial funding, or no funding. OGR encourages a municipal entity to serve as the lead applicant and fiscal agent.

## **SECTION 2 - GRANT COMPLIANCE DETAILS**

### *Fund Disbursement*

Details about the fund disbursement process will be provided when the awards are made.

### *Project Duration*

Applicants must apply for up to one year of funding. The anticipated funding cycle for projects will begin on or about **January 1, 2025, and end December 31, 2025.**

### *Sub-recipient Requirements*

Sub-recipients must abide by the grant requirements below as well as the OGR Sub-recipient Grant Conditions, which will be provided at the time of contracting.

### *Grants Management*

If awarded, OGR requires:

- OGR sub-recipient grant conditions to be signed and dated.
- The submission of satisfactory and timely progress reports and quarterly financial reports.
- The identification of a project director, their contact information, roles and responsibilities as

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<sup>2</sup> State Police may be part of a multi-disciplinary team; however, they are not eligible to receive Shannon CSI funding.

they relate to the project.

- A description of the steering committee and a member list.
- Cooperation during OGR monitoring endeavors, including site visits, desk reviews, attendance at technical assistance meetings.
- Cooperation during the implementation of the individual risk assessment tool.
- All costs paid with grant funds are direct and specific to the implementation of the Shannon CSI-funded project.
- Assurance that funds for projects and services provided through this grant supplement, not supplant, other state or local funding sources. Supplanting of funds is strictly prohibited.

### *Procurement*

- Sub-recipients choosing to further sub-grant to an implementing agency or an independent contractor, all or any part of the amount of the Shannon CSI grant award, shall include the provisions of the OGR standard sub-grant conditions and enter into a written contract or Memorandum of Understanding (MOU) with the implementing agency or independent contractor. A copy of the contract or MOU must be submitted to OGR for the sub-recipient grant folder, once an award is made. *For the grant application, submit a letter of collaboration signed by the parties that explains the relationship of the agencies that will enter into a formal MOU, if awarded.*
- Procurement of services, equipment, and supplies must follow M.G.L. Ch. 30B for local units of government and non-profit entities and Operational Services Division (OSD) Purchasing Guide for state agencies. Local units of government must ensure that subcontracts with private organizations have provisions ensuring any goods and services provided by the subcontractor are consistent with M.G.L. Ch. 30B procedures.
- It is the responsibility of the sub-recipient to report alleged waste, fraud or abuse including any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with related laws and regulations, and appropriate guidelines for purposes of the grant. Reports should be made to the Offices of the Massachusetts Inspector General or State Auditor.

Office of the Inspector General  
John W. McCormack State Office Building One  
Ashburton Place, Room 1311  
Boston, MA 02108  
800-322-1323  
[Email the IGO](#)

Office of the State Auditor  
Massachusetts State House, Room 230  
Boston, MA 02133  
617-727-2075  
[Email the SAO](#)  
[Report waste and abuse here.](#)

### *Other Requirements*

- Shannon CSI sites must maintain an active steering committee to ensure community collaboration, consistent information sharing, oversight, and direction for the Shannon grant award. The steering committee should represent the spectrum of organizations involved and the diversity of the community. Steering committee by-laws should be provided to OGR at the commencement of each site's grant award.
- Shannon CSI sites must identify a site program director. A site program director shall be appointed or hired to oversee the project at each site and serve as the point of contact for the program partners and OGR. The site program director's role and responsibilities should be provided to OGR at the commencement of each site's grant award.
- The site program director shall distribute a list of funded program partners, funding amount, and bi-annual site and partner programmatic activities and progress to the steering committee.
- If the Shannon CSI site has a Local Action Research Partner (LARP), the site program director must work with the LARP to ensure timely and accurate bi-annual programmatic reporting for the site and each funded program partner.
- Shannon CSI sites without a LARP must work with the Statewide Research Partner to ensure timely and accurate bi-annual programmatic reporting for the site and each funded program partner.
- The Shannon CSI site must provide the LARP and/or the Statewide Research Partner an opportunity to participate in the steering committee meetings.
- The Shannon CSI site must work with their LARP or the Statewide Research Partner to develop a community assessment for their respective site. **Community assessments are to follow the OJJDP guidelines.**
- The Shannon CSI site must work with the Statewide Research Partner and LARPs in implementing the individual risk assessment tool to be used for identifying Shannon eligible youth participating in the Shannon CSI funded programs.
- The Shannon CSI site must adopt and utilize the following terms:
  - ***Shannon eligible youth*** must be: **(1)** between the ages of 10-24 years of age; **(2)** living in a *high-risk (or hot-spot) area within the community*; and **(3)** *at-risk or high-risk of becoming involved, or currently involved, in gang activity.*
  - ***Low-risk youth*** are in danger of engaging in risky behaviors or gang activity, due to the presence of known risk factors for gang involvement, such as exposure to gang affiliates, in their environment (home or community).
  - ***Moderate-risk youth*** are exposed to the same risks factors as low-risk youth, as well as additional risk individual factors such as school failure, truancy, dropping out of school, substance abuse, court involvement, witnessing violence or violent victimization, and gang involvement as an affiliate or member not yet participating in violent criminal activity.

- **High-risk youth** are identified as those youth being perpetrators or victims of shooting or stabbing violence, and/or are known gang members.
- Police departments receiving Shannon CSI funding must: a) *contribute daily crime data to the Commonwealth of Massachusetts Fusion Center's Coplink*; and b) *report their crime data on a monthly basis (minimum) to the Crime Reporting Unit of the Massachusetts State Police*. Agencies which have record management systems which are capable of generating National Incident Based Reporting System (NIBRS) data must submit crime data to the Crime Reporting Unit only in this format. Police departments receiving Shannon CSI funding that maintain a juvenile lockup must submit monthly juvenile lockup data to the Department of Criminal Justice Information Services via CJIS/LEAPS.
- Police departments receiving Shannon CSI funding will be required to participate and submit case-specific information on officer administration of Narcan/Naloxone using a reporting tool as determined by EOPSS.

## SECTION 3 - APPLICATION PROCESS

### *Proposal Pre-Submission*

#### Application Questions

OGR will accept written questions regarding this AGF until **September 5, 2024**. Submit questions via email to: [Emily.fontaine@mass.gov](mailto:Emily.fontaine@mass.gov). Responses to all questions will be posted no later than **September 10, 2024** at: <https://www.mass.gov/service-details/justice-and-prevention-grants>. *Responses will not be provided for questions submitted after September 5, 2024.*

#### Application Instructions

The [online Application](#) must be completed as outlined here.

- Submission of all attachments will be completed through this online application.

### *Required Sections*

#### Applicant/Project Information

- **Contact Information:** Provide Program and Fiscal contact information, Senior/Municipal Department Official, and partner communities.
- **Program Summary:** Provide a brief summary of the proposal outlined in this application (250-word limit)
- **Signature:** The Senior/Municipal Department Official must digitally sign the completed online application form to demonstrate acceptance of the matching assurance and support of the application.

#### *New this year* : State or Federally Funded Housing Opportunity

If an applicant would like to request funding to target violence prevention initiatives at state or federally-assisted public housing sites, describe the programming, include the target population, specific locations of housing sites and include the funding request amount for this initiative. Also indicate if the state or federally-assisted public housing site has been subject to enforcement actions by the United States Department of Justice. Please be sure to include this amount in the state funding request. This should be added as a singular line item in the Contracts category of the budget.

## Program Narrative

**Gang Violence Problem Statement** (about 6,000 characters – approximately 3 double-spaced pages/ size 12 font)

Describe the current nature and extent of the gang violence problem within the applicant community and for any partnering communities identified in response to this application. The gang violence problem should be reflective of the applicant's gang definition and the Shannon youth definition.

- **Gang Definition**

Detail how the term *gang* is defined by the applicant community.

Explain how this definition was constructed (e.g., law enforcement task force, adaptation from evidence-based literature, etc.).

- **Shannon Youth Definition**

Shannon eligible youth are defined as: **(1)** between the ages of 10-24 years of age; **(2)** living in a *high-risk (or hot spot) area within the community\**; and **(3)** *at-risk or high-risk of becoming involved, or currently involved, in gang activity.*

Applicants must detail how the term high-risk (or hot spot) area within the community is defined by the applicant community (e.g., law enforcement crime analysis, research literature, community assessment, etc.).

**Proposed Strategy** (about 6,000 characters – approximately 3 double-spaced pages/ size 12 font)

For this section, use the Shannon youth definition (defined above) when determining what youth participants are eligible to receive services.

- **Strategy Description**

Explain and describe the identified strategy and its outcomes, as they relate to and address the *Gang Violence Problem Statement*. Note that preference will be given to programs that target geographical locations that demonstrate high levels of gang violence and describe a regional, multi-jurisdictional strategy. Applicants must demonstrate a comprehensive multi-disciplinary approach based on OJJDP's Comprehensive Gang Model and reflects evidence-based best practices (see *Other Requirements*, p. 3).

*If the applicant has received Shannon funding previously:*

List and briefly describe any site challenges from prior Shannon funding cycles.

Does the strategy address any of the listed challenges?

*If so:* Describe how the strategy has been modified to address these challenges.

*If not:* Explain why these challenges have not been addressed.

- **Strategy Development**

What methods have been used to identify strategies, or gaps in services, needed to address the specific gang violence problem in the community as illustrated in the *Gang Violence Problem Statement* (e.g., community risk assessments, recommendations from steering committee members or other stakeholders, etc.)?

*If an applicant received funding previously: Community risk assessments:*

What is the status of your community risk assessment? If an assessment has not been completed, please explain why and provide a timeline for completion.

Also, if completed, detail what recommendations (if any) were adopted from the

assessment, and their impact on proposed Shannon programming.  
What role has your LARP and/or Statewide Research Partner played in preparing the assessment?

**Partner selection** (about 2,000 characters – approximately 1 double-spaced page/size 12 font)

- Based on the strategy, explain how and why *each* potential partner was selected to address the *Gang Violence Problem Statement*. Include a statement about the steering committee's level of involvement during the partner selection process.
- Complete the *Partner Selection Workbook* (Attachment B) detailing the funded partners selected based on the *Gang Violence Problem Statement*.

**Collaboration with other funding sources** (about 6,000 characters – approximately 3 double-spaced pages/size 12 font)

- Communities often use multiple funding streams to combat *gang violence*. Please identify other funding streams you may be receiving, such as the Safe and Successful Youth Initiative, and how these funding streams will enhance or complement programming delivered through Shannon CSI.

### ***Budget Narrative***

Submit a budget narrative that outlines the budget requested and itemizes the expenses and purchases as described in the application. This narrative should demonstrate how the costs in the proposed *Budget Excel Workbook* specifically [link to your proposed strategy](#) to combat gang violence.

### **Budget Excel Workbook (Attachment A)**

- This section outlines the budget necessary to implement the applicant's proposed strategy. Applicants must:
  - **Submit a twelve-month budget; and**
  - Utilize *Attachment A* to document the proposed costs for each cost category. Estimated costs must be identified.

Applicants are encouraged to balance the allocation of grant resources across the participating stakeholders. This will provide a balanced allocation of grant resources among the major areas of activity. For grant applications that devote more than 33% of total proposed spending to a single agency or strategy, please provide a detailed explanation as to the decision-making process. OGR reserves the right to revise budgets that exceed the required 33% of total proposed spending to a single agency or strategy.

### ***Match Funding***

Authorizing legislation mandates that preference be given to applicants submitting a match commitment of 25%. Match funds must align with the costs as outlined below.

### ***Calculating Match Funding***

To determine the 25% match, divide the state funding request by three (3). The resulting figure will equal 25% of the total project cost.

\*Please note, any funds requested for the state or federally funded housing opportunity should be included in the state funding request. Therefore, match should be calculated from that amount.

Example:

If requesting \$300,000 in state funds to support the project, the applicant must provide **an additional** \$100,000 in matching funds ( $\$300,000/3 = \$100,000$ ).

State funds = \$300,000 (75%)

Match funds = \$100,000 (25%)

Total Project Cost = \$400,000 (100%)

**Table 1. Cost Categories**

<b>Budget Cost Categories</b>	<b>Explanation of Costs</b>
Personnel <i>(Sites Only)</i>	<ul style="list-style-type: none"> <li>▪ Full- or part-time regular salaried employees working on the grant.</li> </ul>
Overtime <i>(Law Enforcement Only)</i>	<ul style="list-style-type: none"> <li>▪ Allowable only for sworn law enforcement personnel working on the grant.</li> </ul>
Fringe <i>(Sites Only)</i>	<ul style="list-style-type: none"> <li>▪ Employer Fringe benefits requested to be paid by this grant can be based on either: 1) actual known municipality paid costs for each benefit category, or 2) an established formula applied to the base salary numbers shown above broken out by the benefit category. Fringe benefits are for the personnel listed in budget category A and only for the percentage of time devoted to the project. You may also include employer paid payroll taxes here as a separate cost.</li> </ul>
Contracts <i>(Funded Partners Only)</i>	<ul style="list-style-type: none"> <li>▪ Contracts – a competitive process based on the municipality’s procurement policy should be followed when procuring contracted services.</li> <li>▪ Contract salary, fringe benefit, travel, and other costs should be placed within this category and follow instructions within direct salary, fringe benefit, travel and other cost categories.</li> <li>▪ Consultant or contractor fees.</li> <li>▪ The maximum rate for a consultant is \$650 for an eight hour day or \$81.25 per hour (excluding travel and subsistence costs). Any request for compensation over \$650 per day requires prior written approval by OGR.</li> </ul>
Subawards	<ul style="list-style-type: none"> <li>▪ Subawards are awards provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of an award received by the pass-through entity.</li> </ul>
Housing Sites	<ul style="list-style-type: none"> <li>▪ Include the costs associated with violence prevention initiatives at state or federally assisted housing sites.</li> </ul>
Travel <i>(Sites Only)</i>	<ul style="list-style-type: none"> <li>▪ Travel directly related to the purpose of the grant.</li> <li>▪ In-state travel costs associated with the grant shall include mileage rates not in excess of \$0.62 per mile, as well as the actual costs of tolls and parking.</li> <li>▪ No grant funds may be spent for out-of-state conference fees, out-of-state travel or out-of-state lodging without prior written approval from OGR.</li> </ul>
Equipment <i>(Sites Only)</i>	<ul style="list-style-type: none"> <li>▪ Tangible, non-expendable personal property having a useful life of more than one year; cost based on classification of equipment (e.g., communication, IT, etc.).</li> </ul>
Supplies <i>(Sites Only)</i>	<ul style="list-style-type: none"> <li>▪ General supplies required for project or office (pens, pencils, postage, training materials, copying paper, and other expendable items such as books, ink, etc.).</li> </ul>

Budget Cost Categories	Explanation of Costs
Other (Sites Only)	<ul style="list-style-type: none"> <li>▪ Direct and/or support service costs relevant to the proposed project that cannot be listed within the personnel, fringe, consultants/contracts, travel and/or supplies cost category can be included in the “Other” cost category. Please be sure to itemize each cost type and detail as to how the amount budgeted was calculated. <ul style="list-style-type: none"> <li>• Items such as rent, telephone, reproduction of training materials are considered administration costs and shall not exceed 10% of your state award.</li> <li>• No grant funds may be used for incentives without prior written approval from OGR. (see Attachment F)</li> <li>• No grant funds may be used for a cash reserve.</li> </ul> </li> </ul>

**Partner Selection Workbook (Attachment B)**

Please complete this attachment to include the funded partners to be selected.

**Certification of Compliance with Submission of Crime Reporting Data (Attachment C)**

Applicants must include a letter from *each* partnering police department attesting to the submission of crime data through September 30, 2024. If the data has not been submitted through September 30, 2024, the letter should indicate a plan for the department(s) to submit the data no later than November 1, 2024. If the department received Shannon funds in 2024 and has not submitted data through September 30, 2024, please provide an explanation as to why the department is not in compliance. Furthermore, once 2025 awards are made, departments must maintain compliance with the requirement to submit data. Refer to *Attachment C* for more information.

If it cannot be affirmed that data has been submitted in a timely fashion for Crime and/or Juvenile Lockup Reporting of *Attachment C*, please attach a separate sheet outlining your plan to become compliant with these reporting requirements by November 1, 2024.

Should your application be deemed eligible for an award, the issuance of a contract and/or funding will be placed on hold until all partnering police departments are in compliance with the crime reporting data and juvenile lockup data submission requirement through November 1, 2024.

**Letter of Collaboration (Attachment D)**

For the grant application, submit a letter of collaboration signed by the parties that explains the relationship of the agencies that will enter into a formal MOU, if awarded.

***Submission Process and Deadline***

Submit [online application](#) including all required Attachments by 4:00 p.m. on September 27, 2024.

- Emailed submissions will not be accepted. Please let OGR know if you have any questions regarding the online application. All questions can be directed to [emily.fontaine@mass.gov](mailto:emily.fontaine@mass.gov)

***Proposal Review Process***

Applications will be subjected to a competitive review process. Each application will be evaluated based on the following:



- **Applicant/Project Information (10 points):** clear and adequate response in the Applicant Information section. Preference will be given to applications that demonstrate a commitment to regional, multi-jurisdictional strategies and identify a local unit of government to serve as the fiscal agent.
- **Gang Violence Problem Statement (20 points):** Statement demonstrates the salience of the problem, with reference to statistical data, and definitions are clear and evidence based. The statistical evidence/crime data included in the application will be used to determine the magnitude and prevalence of the gang problem at the applicant site, as well as the necessity for, and level of, funding awarded. The gang problem should be reflective of the applicant's gang definition.
- **Proposed Strategy (35 Points):** The strategy is clearly described, and the applicant identifies the methods and evidence used to identify the strategy and gaps in service. The description uses data and evidence to identify the link between the *Gang Violence Problem Statement* and the proposed strategy. The statistical evidence/crime data included in the application will be used to determine whether the proposed strategy, strategy outcomes and proposed funded partners are the most relevant and effective means for combatting the site's gang violence problem, as modeled by OJJDP's multi-faceted Comprehensive Gang Model and evidence-based practices. The *Gang Violence Problem Statement*, proposed strategy, strategy outcomes, and funded partners will be evaluated to determine if the target population to be served aligns with the requirements of the *Shannon youth definition*. Programs that target geographical locations that demonstrate high levels of gang violence, and that demonstrate a commitment to regional, multi-jurisdictional strategies will be prioritized.
- **Partner Selection (10 points):** Grantees will be expected to explain how and why each potential partner was selected to address the *Gang Violence Problem Statement*, and to identify the steering committee's level of involvement during the partner selection process.
- **Collaboration (5 points):** Grantees will be expected to demonstrate how Shannon CSI funds will be used in collaboration with existing community resources and funding streams to combat gang violence within the community
- **Budget (20 Points):** The proposed Budget Excel Workbook and Budget Narrative will be evaluated to ensure that the approved cost categories are comprised of items which ensure proper implementation and maximum effectiveness of the proposed strategy.
- **Funds requested to target violence prevention initiatives at state or federally-assisted public housing sites** will be evaluated based on the proposed project and target population described.
- **Past Performance:** Past performance with Shannon grant funds will be taken into consideration. Non-compliance with programmatic and/or reporting requirements such as late or delinquent report submission, missing required supporting documentation and the like, may be taken into consideration during review. Details regarding grant compliance, forms and reporting requirements will be provided at the time of contracting. Note: all SFY24 funded municipalities must be in compliance with all programmatic and fiscal reporting requirements in order to receive a SFY25 grant award.

## SECTION 4 - NOTIFICATION OF AWARDS

All final funding decisions are at the discretion of the OGR Executive Director, Secretary of Public Safety and Security and Governor's Office. It is anticipated that grant awards will be announced in November/December 2024.

## SECTION 5 - PROPOSAL CHECKLIST

Please Note: The application and attachments are to be submitted electronically via the online application form. Emailed submissions will NOT be accepted.

**Hard copy applications are NOT required.**

This AGF and all other required documents can be found on the [Shannon CSI page](#) of OGR's website.

- **Submitted, Digitally Signed, [Online Application](#)** – Please notify OGR immediately if applicant is unable to utilize the online application.
- **Budget Excel Worksheet** (*Attachment A*) (both the Summary and Detail sheets must be completed and uploaded to the online application)
- **Partner Selection Workbook** (*Attachment B*) to be uploaded to the online application.
- **Certification of Compliance with Submission of Crime Reporting Data** (*Attachment C*) to be uploaded to the online application.
- **Letter(s) of Collaboration** (*Attachment D*) to be uploaded to the online application.