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CITY OF AMESBURY, MA

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FIVE

SPONSORED BY: Kassandra Gove **BILL No. 2025-014**
Kassandra Gove, Mayor

An Order to authorize the Mayor to accept and expend a grant in the amount of \$18,989.00 from the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) FY 2025 Firefighter Safety Equipment Grant Program.

Summary: These grant funds will be used to purchase the following approved firefighter safety equipment:

- Boots, Leather (Structural)
- Coat (Structural)
- Pants & Suspenders (Structural)

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City of Amesbury authorizes the Mayor to accept and expend a grant in the amount of \$18,989.00 from the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) FY 2025 Firefighter Safety Equipment Grant Program.



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

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

January 17, 2025

Chief James Nolan
City of Amesbury
124 Elm Street
Amesbury, MA 01913

Dear Chief Nolan,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the City of Amesbury Fire Department \$18,989.00 in State Fiscal Year 2025 funding for the Firefighter Safety Equipment Grant Program.

With each new challenge, the fire service in Massachusetts demonstrates its ability to adapt, overcome, and continue providing the excellent level of services that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The Healey-Driscoll Administration is committed to supporting local fire departments and working with communities to come into compliance with the MBTA Communities Law, which is an essential component of our efforts to make housing more affordable. Due to the recent Supreme Judicial Court ruling, all communities have additional time to come into compliance with the MBTA Communities Law, so no community is being denied a fire safety grant for not being in compliance at this time. Compliance will be taken into consideration for future grant rounds, as it will be for all discretionary grant programs.

The contract, terms and conditions, and other documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov for contract terms, conditions, and other award documents.
Sincerely,

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

GOVERNOR MAURA T. HEALEY

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

LT. GOVERNOR KIMBERLEY DRISCOLL

CC: Deputy Chief Robert Serino



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



MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

TERRENCE M. REIDY
SECRETARY

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

Telephone (978) 567-3100

www.mass.gov/dfs

JON M. DAVINE
STATE FIRE MARSHAL

January 17, 2025

Chief James Nolan
City of Amesbury
124 Elm Street
Amesbury, MA 01913

Dear Chief Nolan,

I am pleased to provide you with a Commonwealth of Massachusetts Standard Contract Form and Grant Agreement Scope of Work and Budget for your FY25 Firefighter Safety Equipment Grant award. Please print and mail copies of these documents with original signatures to Tim Moore at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at www.macomptroller.org/forms. As a reminder, equipment orders may not be placed until this contract has been fully executed by DFS and your department. DFS will provide you with a copy of the fully executed contract and provide specific direction to proceed when your contract has been executed.

The funds for this program will be disbursed on a reimbursement basis in accordance with the terms of the grant Notice of Funding Opportunity. Once you have received your equipment and paid the vendor(s), reimbursement requests may be submitted to DFS by submitting the following documents to OPS.DFS-TM-Grants@mass.gov:

- Completed Final Report Template.
- Copy of invoice(s) with detailed description of all eligible costs.
- Proof of payment to the vendor(s) (cancelled check copy or other official financial system record).

If you have any questions during the grant performance period, please contact Tim Moore at 978-567-3721 or OPS.DFS-TM-Grants@mass.gov.

This program is an excellent opportunity to improve the health and safety of firefighters across the Commonwealth, and I am grateful that we are able to provide this vital equipment to your department this year.

Sincerely,

Jon M. Davine
State Fire Marshal

CC: Deputy Chief Robert Serino

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

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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/osd-forms.

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name City of Amesbury		d/b/a	Department Department of Fire Services		MMARS Code DFS
Legal Address As entered on Form W-9 or Form W-4 62 Friend St, Amesbury, MA 01913			Contract Manager Name David Clemons		Business Mailing Address P.O. Box 1025, Stow, MA 01775
Contract Manager Name Chief James Nolan			Billing Address If Different N/A		
Phone 3512348585	Email nolanj@amesburyma.gov	Fax 978-388-0184	Phone 978-567-3179	Email David.Clemons@mass.gov	Fax 978-567-3121
Vendor Code VC6000191694			MMARS Doc ID(s) CT-DFS-1000-2025FFEGRANT0000000		
Vendor Code Address ID AD001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number BD-108134		
<input checked="" type="radio"/> NEW CONTRACT			<input type="radio"/> CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) <input type="radio"/> Statewide Contract (OSD or an OSD-designated department.) <input type="radio"/> Collective Purchase (Attach OSD approval, scope, and budget.) <input checked="" type="radio"/> Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) <input type="radio"/> Emergency Contract (Attach justification for emergency, scope, and budget.) <input type="radio"/> Contract Employee (Attach Employee Status Form, scope, and budget.) <input type="radio"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> 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.) <input type="radio"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) <input type="radio"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) <input type="radio"/> Contract Employee (Attach any updates to scope or budget.) <input type="radio"/> 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): <input checked="" type="radio"/> Commonwealth Terms and Conditions <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services <input type="radio"/> Commonwealth IT Terms and Conditions					
COMPENSATION (Check ONE option.)					
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="radio"/> Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$18,989.00					
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: <input type="checkbox"/> Statutory/legal <input type="checkbox"/> Ready Payments (M.G.L. c. 29, § 23A) <input checked="" type="checkbox"/> Agree to standard 45-day cycle <input type="checkbox"/> 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. FY25 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY25 Firefighter Safety Equipment Grant, in accordance with the FY25 Firefighter Safety Equipment Grant Program Notice of Funding Opportunity, the contractor's FY25 Grant Application, and the attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? <input checked="" type="radio"/> YES If YES, the Contractor's annual SDP commitment for this Contract is _____ <input type="radio"/> NO If NO, and the department is an Executive Department, enter the appropriate exemption: Non-construction grants to public entities					
ANTICIPATED START DATE (complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="radio"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="radio"/> 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. <input type="radio"/> 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 June 30, 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 and date must be captured at time of signature.			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH Signature and date must be captured at time of signature.		
Signature		Date	Signature		Date
Print Name Kassandra Gove		Print Title Mayor	Print Name Jon Davine		Print Title State Fire Marshal

Department of Fire Services and the City of Amesbury FY25 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' FY25 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with Section 2D of Chapter 151 of the Acts of 2020, the Department of Fire Services Earmark and Grants policy and procedures, and 815 CMR 2.00 regarding the administration of State Grants.

Grant Project Description: Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in effect. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the liaison between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Deputy Chief Robert Serino who can be reached at: 124 Elm Street, Amesbury, MA 01913, tel 351234-9907, email: serinor@amesburyma.gov. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used only to purchase the following approved firefighter safety equipment.

Grant Award:

Department	Description of allowable Equipment
City of Amesbury	Boots, Leather (Structural) Coat (Structural) Pants & Suspenders (Structural)
Total Award	\$18,989.00

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient. Expenses incurred prior to execution of a contract will not be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2025. Equipment delivered to the recipient after that date will not be eligible for reimbursement through this program.

Reimbursement requests must be submitted no later than July 25, 2025. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2025.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the terms of the FY25 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

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

Records Management: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to “... maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a

contract, for a minimum retention period of seven years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution, of any litigation, claim, negotiation, audit or other inquiry involving a contract...”

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

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

Approved by:

Approved by:

City of Amesbury

Department of Fire Services

Kassandra Gove, Mayor

Print Name and Title

Jon Davine, State Fire Marshal

Print Name and Title

Date

Date

