

CITY OF BOSTON COMMUNITY PRESERVATION COMMITTEE



GRANT AGREEMENT

CPA CAT: CPA[FY][CATEGORY]

PROJECT NAME:

PROJECT LOCATION:

DATE OF APPROPRIATION:

PROJECT DESCRIPTION: *description with smaller font:* the project description; no longer than a couple of sentences to match that of the City Council. If necessary, a more detailed description can be added in the *Project Application and Statement of Grant Award* page.)

PROJECT SPONSOR/APPLICANT:

GRANT RECIPIENT:

GRANT RECIPIENT VENDOR:

CONTRACT NUMBER:

BEGIN DATE:

END DATE:

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
52925	204		0000	0000			N/A	

This Grant Agreement (the “Agreement”) is made and entered into this **[Enter Date of Appropriation as effective date]**, by and between the City of Boston, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having its usual place of business at the Treasury Department, One City Hall Square, Room M-5, Boston, Massachusetts 02201 (the “City”), and **RECIPIENT NAME** (the “Recipient”), with an address of **RECIPIENT ADDRESS**. Hereinafter, the City and the Recipient may be referred to collectively as the “Parties,” and each, individually, as a “Party.”

RECITALS

Whereas, the City invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, Mass. Gen. Laws c. 44B (the “CPA”); and,

Whereas, in response thereto, a proposal was submitted for funding (the “Project Application”) consistent with the purposes described above; and,

Whereas, the City acting by and through the Community Preservation Committee (the “CPC”) reviewed the Project Application, and on **[Enter Date Submitted to City Council for Approval]**, recommended that funding for the Project Application be approved by appropriation and order of the Boston City Council; and,

Whereas, the Boston City Council thereafter appropriated the funds recommended by the City acting by and through the CPC for the Project Application on **[Enter Date of Appropriation]**.

Now, therefore, the Parties agree as follows:

1. **Grant.** Subject to the terms of this Agreement, the City agrees to grant the Recipient the amount of **AMOUNT IN WORDS (AMOUNT IN NUMBERS)** (the “Grant” or, at times, the “Grant Funds”) for the purposes set forth in the Project Application, as amended by this Agreement and as defined in **Exhibit A** (the “Project”).
2. **Project Application.** The Project Application submitted to the City acting by and through the CPC is incorporated into this Agreement by reference.
3. **Term.** The term of this Agreement shall be no longer than two (2) years from [Enter the Effective Date] (the “Effective Date”) and all of the work described in this Agreement must be completed no later than [Enter Actual End Date] (the “End Date”), unless the Recipient requests and the City approves, in advance of the End Date, a time extension for good cause shown. The City has the sole authority to grant extensions for time under this Agreement. Grant Funds not utilized for the project purposes approved cannot be assigned to project costs beyond the scope of this Grant and must be returned to the Community Preservation Fund (the “Fund”) as soon as possible.
4. **Project Budget.** Prior to commencement of the work for the Project (the “Work”), the Recipient must submit an updated, complete, and accurate Project Budget that accounts for the expenditure of all funds granted under this Agreement in writing to the City at the address

identified in Section 20. If the City determines that funds have been spent on goods, services, or work not included in the Project Budget approved by the City or otherwise not authorized under the CPA, the Recipient shall be responsible for repayment of such funds forthwith within 30 days to the Fund without further expenditure thereof.

5. Disbursement of Funds. The Recipient hereby acknowledges and expressly agrees that all disbursements of Grant Funds to the Recipient shall be according to the Grant Fund Disbursement Terms and Schedule attached hereto as Exhibit B.

6. Reporting Requirements. The Recipient hereby acknowledges and expressly agrees that all reporting requirements of Grant Funds to the Recipient shall be according to the Reporting Requirements attached hereto as Exhibit B.

7. Ownership of Documents. All documents prepared for or submitted to the City related to this Agreement shall become the property of the City and shall be available for use by the City and made available to the public under the Massachusetts Public Records Law, Mass. Gen. Laws c. 66, § 10. This Section 7 shall survive termination of this Agreement.

8. Project Liaison. The City at its sole discretion may designate a project liaison (the “Project Liaison”) for the Project. The Recipient shall cooperate with the Project Liaison, including providing access to the Project Location at reasonable times and with reasonable notice, and as further specified in Section 9.

9. Compliance

- a. Inspection. With the consent of the Recipient the Project Liaison shall be permitted at reasonable times and with reasonable notice to inspect the Project Location throughout the construction phase and on an annual basis for a period of fifteen (15) years from the End Date. The Recipient covenants not to withhold unreasonably its consent in determining dates and time for such inspection.
- b. Commitment to Maintain Improvements. The Recipient, and its successors and assigns, shall not change or alter the Work described in Exhibit A (apart from ordinary maintenance and repairs) for a period of fifteen (15) years from the End Date.
- c. Records. The Recipient shall, at any time during normal business hours, allow the City to inspect the Recipient’s records and the Work performed as described in Exhibit A, related to the Project, for compliance with the terms of this Agreement. The City, upon its request, shall be provided copies of such documentation. The Recipient shall maintain all books, records, documents, and data related to the Project and such additional records as may be required by the City during the Term of this Agreement and for a period of fifteen (15) years after the End Date.
- d. Violation. Violation of this Section 9 shall entitle the City to payment equal to the full amount of Grant Funds awarded pursuant to this Agreement but in no case shall such amount be more than the original grant amount awarded to the Recipient.

- e. Requirement to commence the Work. The Recipient acknowledges and agrees that it is required to commence the Work under this Agreement in a timely period following execution of the Agreement.

This Section 9 shall survive termination of this Agreement.

10. RESERVED.

11. Compliance with Laws. The Recipient understands and agrees that the Project funded through this Grant is made pursuant to and must comply with the requirements of the CPA. Grantee further agrees to comply with all federal, state, and local laws, regulations, ordinances and licensing requirements.

The City of Boston is subject to Section 49A of Chapter 62C of the Massachusetts General Laws which, in subsection (b), “that no contract or other agreement for the purposes of providing goods, services or real estate space....shall be entered into, renewed or extended with any person unless such person certifies in writing, under the penalties of perjury, that such person is in compliance with the tax laws of the Commonwealth of Massachusetts”.

Pursuant to M.G.L. c.62C, §49A, by signing this Agreement, you certify under the penalties of perjury, that to the best of your knowledge and belief, all state tax returns have been filed and state taxes have been paid in accordance with law

12. Permits and Licenses. The Recipient shall ensure that all permits and licenses necessary for implementation of the Project have been obtained by the Recipient’s contractors prior to commencement of the Project.

13. Release of Liability. The Recipient acknowledges that by making this Grant, the City does not accept any liability whatsoever for any acts, omissions, or errors associated with the Project. The Recipient hereby waives, releases, and discharges the City, any of its board or commission members, or any elected official or appointed official or employee of the City, from any and all liability, including, but not limited to, liability arising from the negligence or fault of the Recipient and its directors, officers, employees, volunteers, representatives, or agents, for any personal or property injury arising from this Agreement and the implementation of the Project. This Section 13 shall survive termination of this Agreement.

14. Attribution.

- a. Upon commencement of the Project, the Recipient agrees to post, in an appropriate location, a temporary sign, which will be provided by the City, stating that the Project is funded by the “City of Boston Community Preservation Act Fund”.
- b. The Recipient shall also identify that the Project was funded by the “City of Boston Community Preservation Act Fund” in all written materials about the Project, including, but not limited to, press releases, brochures, and online media.

- c. Upon completion of the Project, the Recipient shall post, in an appropriate location mutually acceptable to the Parties, a permanent fixture or sign (a “Plaque”) which will be provided by the City.
- d. If at any time Recipient is required to replace a Plaque in order to fulfill its obligation to post such Plaque (including, but not limited to, because the Plaque is lost or stolen), Recipient shall return to the City an amount of Grant Funds equal to the cost to replace the Plaque with a new Plaque, as reasonably determined by the City in its sole discretion, or otherwise pays for the cost of the Plaque in a manner satisfactory to the City in its sole discretion.

15. Assignment. This Agreement may not be assigned by the Recipient without the prior written consent of the City. Any assignment shall be reflected in the form of an amendment to this Grant Agreement.

16. Default and Termination. If the City determines that the Recipient has failed to fulfill any of its obligations set forth under the terms of this Agreement and so defaulted in said obligations or has expended Grant Funds inconsistent with the CPA, the City may terminate this Agreement upon fourteen (14) days written notice from the City identifying the breach. This Agreement may be terminated at any time for the convenience of the City at its option by delivering or mailing to the Recipient at the Recipient's business address a written notice of termination setting forth the date, not less than fourteen (14) days after the date of such delivery or mailing, when such termination shall be effective. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

17. Notice of Proposed Sale. The Recipient shall promptly notify the City in writing at the address described in Section 20 of any proposed sale of the Property and provide the opportunity for the City to explain the terms of the Grant Agreement to potential new buyers prior to sale closing. This Section 17 shall survive termination of this Agreement.

18. Return of Funds.

- a. Upon completion of the Project, any Grant Funds not yet expended shall be returned forthwith within 30 days to the Fund without further expenditure thereof.
- b. In the event this Agreement is terminated pursuant to the provisions of Section 16 hereof, any Grant Funds disbursed to the Recipient under this Agreement, including Grant Funds expended under this Agreement, shall be returned forthwith within 30 days to the Fund without further expenditure thereof.
- c. In the case of a violation of Section 9 above, Grant Funds shall be returned forthwith within 30 days to the Fund without further expenditure thereof.
- d. In the event the Recipient sells the Project Location within fifteen (15) years of the End Date and the new owner of the Project Location does not agree to an assignment of this

Grant Agreement, Grant Funds disbursed to the Recipient under this Agreement, including Grant Funds expended under this Agreement shall be returned forthwith to the Fund on the following schedule.

<u>If sold within:</u>	<u>Amount of Grant to be reimbursed to the City:</u>
Five (5) years	100%
Ten (10) years	75%
Fifteen (15) years	50%

This Section 18 shall survive termination of this Agreement.

19. Attorneys' Fees and Costs. In the event the City is required to take legal action under this Agreement, the Recipient shall be liable for all of the City's costs expended for the enforcement of this Agreement, including, but not limited to, reasonable attorneys' fees and court costs.

20. Notice. Any and all notices or other communications required under this Agreement shall be in writing and delivered in hand or mailed by certified mail, return receipt requested, or by other reputable delivery services to the City at the following address:

City of Boston
Community Preservation Committee
City of Boston Treasury Department
One City Hall Square
Room M-5
Boston, MA 02201

21. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby.

22. Entire Agreement. This Agreement, and all documents incorporated by reference herein, constitute the entire agreement between the parties hereto and may be amended only in writing executed by both the City and the Recipient. The Recipient's signature acknowledges and attests that she or he or they has the authority to execute this Agreement on behalf of the Recipient.

23. Indemnification. To the fullest extent permitted by law, the Recipient shall indemnify and hold harmless the City, its officers, agents, or employees from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Recipient, its agents, officers, employees, or subcontractors in any way connected with performance under this Agreement. This Section 23 shall survive the termination of this Agreement.

24. Governing Law. This Agreement and any actions arising out of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and any such actions shall be

brought and maintained in a state or federal court in Boston, Massachusetts, which shall have exclusive jurisdiction thereof.

25. Certification. Signature of this Agreement by the City's representative shall serve as certification that said representative has reviewed this Grant Agreement and that it is the representative's belief that there is little or no risk of default or unsatisfactory performance by the Recipient.

26. Amendments. This Agreement may be modified or amended, in whole or in part, only by written instrument signed by the Parties setting forth the changes.

Signed by:

Name of Recipient Organization

_____ Date _____
First and Last Name of Authorized Signatory
Title of Authorized Signatory

City of Boston

_____ Date _____
Jerica Bradley
First Assistant Collector-Treasurer

City Auditor

_____ Date _____
Scott Finn
City Auditor

APPROVED AS TO FORM:

Mike Firestone
Corporation Counsel

APPROVED:

Michelle Wu
Mayor of Boston

EXHIBIT A
Project Application and Statement of Grant Award

PURPOSE OF CPA GRANT: [Select One: Open Space & Recreation, Historic Preservation, or Affordable Housing]

PROJECT DESCRIPTION: The Recipient's Project Application is incorporated by reference and made a part of this Agreement subject to the conditions, and further terms described herein. The Grant Funds shall be used only for the work described in the Project Application as amended by this Agreement.

Detailed description of the project should go here.[Provide description of the Project]

GRANT CONDITIONS: [Select the conditions that should be included]

1. **Public Purpose:** Recipient shall maintain the public purpose, including public access, as set forth in the Recipient's application, unless Recipient requests a modification to such public purpose and the City approves such modification in writing.
2. **Public Access: (for open space projects only)**
The Project Location must be publicly accessible from sunrise to sundown year-round and a permanent fixture or sign shall be posted describing such public access.

EXHIBIT B
Grant Fund Disbursement Terms and Schedule

The Grant Funds awarded to the Recipient pursuant to the foregoing Agreement shall be disbursed to the Recipient pursuant to the following terms and conditions:

Disbursement.

1. The City shall disburse to the Recipient the maximum fixed amount described in Section 1 of the foregoing Agreement.

3. Initial Disbursement. The City shall disburse an initial payment equal to thirty percent (30.0%) of the Grant (the “Initial Disbursement”) when the following conditions have been met:
 - A. execution of the Grant Agreement;
 - B. receipt and approval of the pre-construction report, pre-construction project budget and initial invoice to the City; and
 - C. completion of pre-construction meeting with the City.

3. Second Disbursement. Following Initial Disbursement, the City shall disburse further payments up to sixty percent (60.0%) of the total award when the following conditions have been met:
 - A. receipt and approval of the mid-construction report, mid-construction expense reporting form and second invoice to the City,
 - B. completion of mid-construction meeting with the City, and
 - C. documentation provided, to the satisfaction of the City, as to how the Initial Disbursement of Grant Funds were spent.

The City will review and approve or reject the payment application within fifteen (15) business days. Payment applications may be made at the Recipient’s discretion but in no event more than once per calendar month.

4. Final Disbursement. The entire unpaid balance of the Grant shall be made upon the occurrence of the following:
 - A. receipt and approval of the final report, final expense reporting form and final invoice to the City,
 - B. completion of final-construction meeting with the City,
 - C. documentation provided, to the satisfaction of the City, as to how the Grant Funds were spent,
 - D. installation of the permanent Plaque at the Project Location, and
 - E. receipt and approval of the certificate of completion.

The City will make Final Disbursement not more than forty-five (45) days after the requirements of Paragraph B.4 have been met by the Recipient and the City has made the determination that the project is complete.

5. Retainage & Additional Terms Governing Payment: If the City questions any amount included in a payment application, the City may, in its discretion, retain ten (10) percent of each payment or pay only the undisputed amount and provide written notice to the Recipient requesting additional supporting information and data for the questioned amount. If the Recipient fails to document the eligibility of the questioned amount, as the case may require, the City may withhold the disputed amount of the payment.