STANDARD AGREEMENT
CITY OF BOSTON

GRANT AGREEMENT ID NO:

Grantee Legal Name (the "Recipient"): (and d/b/a):		City Department Name (the "Department"): Department Head:
Grantee Address:		Department Mailing Address:
Grantee City of Boston Supplier/ Vendor ID:	Grantee SAM.GOV UEI Number (*only applicable for federal funding sources*):	Department Billing Address (if different):
(Only applicable if Grantee is a fiscal sponsor) Name and address of organization that Grantee is the fiscal sponsor for:		

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
52925								$
52925								$

Grant Agreement Details

Scope of Project: (Attach supporting documentation if necessary, such as any Project Application and Project Budget)

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All terms, provisions and agreements set forth in the City's Form CM-21 - Grant Terms, and any other standard City contract terms that are attached to this Grant are hereby incorporated by reference with the same force and effect as though fully set forth herein.

Specific Public Benefit[1]:

Term of Grant Agreement (the "Term"): ____/____/____ to ____/____/____

Funding Source (the "Funding Source") _____

Not to Exceed Amount: $ _____

Grant Agreement Authorized Signatures

AUDITING	GRANTEE	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO SECTION 25 OF THE FORM CM-21 GRANT TERMS. IN THE AMOUNT OF $	AGREES THAT RECEIPT OF THE ASSOCIATED FUNDS REQUIRES GRANTEE'S PERFORMANCE OF THE SCOPE OF PROJECT AS INDICATED IN ACCORDANCE WITH THESE GRANT AGREEMENT DOCUMENTS.	ATTACH ANY OTHER REQUIRED DOCUMENTS. *Signature on file subject to completion of the City's electronic BAIS approval process*
Signature on file subject to completion of the City's electronic BAIS approval process	SIGNATURE	SIGNATURE
SIGNATURE	TITLE	DATE
DATE	DATE	

[1] All projects funded by a Grant must carry out a public purpose of support or stimulation in order to comply with M.G.L 30B and the Massachusetts Constitution.

CITY OF BOSTON
STANDARD GRANT AGREEMENT TERMS AND CONDITIONS

This Grant Agreement (the "Agreement") is made and entered into for the term written above, 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 One City Hall Square, Boston, Massachusetts 02201 (the "City"), acting by and through the Department, and the Recipient, with an address listed above. 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 the grant of funds for purposes consistent with the Funding Source; and

Whereas, the City has determined that the grant of funds from the Funding Source described in the CM-20 - Grant Agreement and pursuant to this Agreement advances a public interest as stated above; and

Whereas, in response thereto, a proposal was submitted for funding consistent with the purposes described above; and

Whereas, the City shall appropriate the funds to the Recipient pursuant to this Agreement.

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 funds described in the CM-20 - Grant Agreement (the "Funds") for the purposes set forth in the Project Application. The City shall disburse the Funds in accordance with the Disbursement Terms and Schedule, attached hereto as Exhibit A, and Section 24 of this Agreement.

2. Incorporation by Reference. The Project Application submitted to the City, acting by and through the Department, is incorporated into this Agreement by reference.

3. Term. The Term of this Agreement shall not extend beyond the date described in the CM-20 - Grant Agreement. The City has the sole authority to grant extensions for time under this Agreement. Such extensions must be effectuated in writing and duly executed by the Parties.

4. Use of Funds.

   a. The Recipient acknowledges and agrees that the Funds are public monies and must be expended in accordance with the terms and conditions of this Agreement.

b. The Recipient shall expend the Funds in accordance with the project budget (the "Project Budget") made part of its Project Application and incorporated herein by reference.
c. If the City determines that the Recipient has not expended Funds in accordance with this Section 4(a)-(b), Section 5, or Section 6 of this Agreement, such Funds are subject to repayment by the Recipient to the City.
d. Any violation of this Section shall constitute a default by the Recipient of its obligations under this Agreement.
e. This Section (4) shall survive termination of this Agreement.

5. Reporting Requirements. The City reserves the right to require the Recipient to adhere to reporting requirements for its use of the Funds. The City may, from time to time, promulgate such reporting requirements, which shall be appended to this Agreement as Exhibit B (the "Reporting Requirements").

6. Compliance with Laws. The Recipient acknowledges and agrees that the Funds must comply with the requirements of the Funding Source. Recipient further agrees to comply with all federal, state, and local laws, regulations, ordinances and licensing requirements.

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

The Recipient certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions, and further certifies that it and any of its subcontractors shall at all times comply with all laws, statutes, ordinances, including the City of Boston Municipal Code, regarding debarment.

The Recipient further certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within five (5) years prior to the date of the Grant; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Grant and (Form CM 21) any required wage bond or insurance; and certifies that while the Grant Agreement is in effect, it will report any instance of the above to the Official within five (5) days of recipient's receipt. The Recipient agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.
The Recipient agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Grant Agreement.

If applicable, as determined by the Massachusetts Department of Labor Standards, the Recipient shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Recipient shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Recipient shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

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. 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 the Project Application 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 Application and such additional records as may be required by the City during the Term of this Agreement. All such records shall be retained in accordance with Section 10 of this Agreement. This Section (8) shall survive termination of this Agreement.

9. Public Records And Access. The Recipient shall maintain and provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Agreement or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this agreement. Access to view the Recipient's records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Recipient cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine 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 Recipient's own expense. Reasonable costs for copies of non-routine records related to this Agreement shall not exceed the rates for public records under 950 C.M.R. 32.00.

10. Permits and Licenses. The Recipient shall ensure that, if applicable, all permits and licenses necessary for implementation of the Project Application have been obtained by the Recipient, its employees, contractors or subcontractors prior to commencement of the work described in the Project Application.

11. Release of Liability. The Recipient acknowledges that by making this Agreement, the City does not accept any liability whatsoever for any acts, omissions, or errors associated with the Project Application. 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 (11) shall survive termination of this Agreement.

12. 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 Agreement.

13. 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, 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.

14. Return of Funds.

a. Upon termination of this Agreement, any Funds not yet expended shall be returned forthwith to the City within thirty (30) days without further expenditure thereof.
b. In the event this Agreement is terminated pursuant to Section 13, any Funds disbursed to the Recipient under this Agreement, including Funds expended under this Agreement, shall be returned forthwith to the City within thirty (30) days without further expenditure thereof.
c. This Section (14) shall survive termination of this Agreement.

15. 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.

16. 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
(Department Issuing Funds Listed on Form CM-20 - Grant Agreement)
Boston, MA 02201

Once signed, this Agreement must be routed through the Auditing Department to ensure internal compliance for City Funds. Mail delivery to Auditing shall be made at the following address:

Auditing Department
ATTN: City Auditor
One City Hall Square, Room M-4
Boston, MA 02201

17. 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.

18. 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.

19. Attestation. The Recipient's signature acknowledges and attests that they have the authority to execute this Agreement on behalf of the Recipient.

20. Indemnification. Performance under this Agreement by the Parties, their agents, servants, and employees, shall be for public and governmental purposes, and all privileges and immunities from liability enjoyed by governmental units, their agents servants and employees, shall extend to performance under this Agreement to the extent permitted by Massachusetts and Federal law; provided that, notwithstanding any provisions of law or charter to the contrary, neither party to this Agreement shall be exempt from liability for its obligations under this Agreement.

Unless otherwise exempt by law, the Recipient shall indemnify and hold harmless the City of Boston and its Departments, agents, officers, and employees against any and all claims, liabilities, and costs for personal injury or property damages, patent or copyright infringement, or other damages that the City

may sustain which arise out of or in connection with the Recipient's performance of this Agreement, including but not limited to the negligent, reckless or intentional conduct of the Recipient, its agents, officers, employees or subcontractors. The Recipient shall at no time be considered an agent or representative of the City. After prompt notification of a claim by the city, the Recipient shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The City shall not be liable for any costs incurred by the Recipient arising under this paragraph. Any indemnification of the Recipient shall be subject to appropriation and applicable law

21. 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. The Recipient shall also make themselves aware of and comply at all times with any applicable City Ordinances, Regulations, and Executive Orders.

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

23. 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.

24. Final Approval Required. Any disbursement of Funds under this Agreement shall not be made prior to the completion of any signatures and approvals required the CM-20 Grant Agreement.

25. Available Appropriation. This Agreement and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Department or any other City representatives are not binding. Recipients should verify funding prior to beginning performance. If the Agreement is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A. When the amount of the City Auditor's certification of available funds is less than the face amount of the Agreement, the City shall not be liable for any claims or requests for payment by the Recipient which would cause total claims or payments under this Agreement to exceed the amount so certified. Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Agreement may be increased or decreased by the Official with the written approval of such change by the City Auditor.

26. Monies Owed to City. Pursuant to M.G.L. c. 60, s. 93, the Recipient agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Recipient under this Agreement any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Recipient to satisfy any monies owed to the City.

27. Sufficiency of Funds for Project Completion. The Recipient hereby affirms that the Funds, in addition to any other funding obtained by the Recipient, are sufficient to complete the work described in the Project Application.

EXHIBIT A
Grant Fund Disbursement Terms and Schedule

The 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 amount of the Funds described in Section 1 of the foregoing Agreement.

2. Schedule of Terms and Disbursement.

3. Retainage & Additional Terms Governing Payment: If the City questions any amount of the Funds expended, 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.

EXHIBIT B

Reporting Requirements

If additional space is needed, please add pages.

EXHIBIT C

Additional Information

If additional space is needed, please add pages.