

## **GRANT AGREEMENT**

This Grant Agreement [“Agreement”] is made by and between the Commonwealth of Massachusetts, acting by and through the Director of the Massachusetts Office on Disability (MOD) on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the City of Northampton [“Grantee”] acting through its Mayor, David J. Narkewicz, with the Director of Planning and Development, Wayne Feiden as program manager.

### **PRELIMINARY STATEMENT**

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$250,000, as authorized under the FY2017 Capital Investment Plan and Chapter 304 of the Acts of 2008, Section 2C, Item 1100-3001 for a Municipal ADA Improvement Grant to fund capital improvements or planning [the “Project”] as described herein.

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

### **SECTION 1. PROJECT SCOPE**

**1.1** The scope of the Project to be funded under the EOAF Grant will include:

The Grantee will update a Self-Evaluation and Transition Plan to account for facilities, programs, activities, and services. The maximum grant amount authorized is \$5,000 (detailed, itemized invoices showing incurred expenses are required from Grantee), and the Grantee is providing matching funds of \$5,000 for the Project.

### **SECTION 2. DISBURSEMENT OF EOAF GRANT**

**2.1** Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the FY2017 Capital Investment Plan; the information provided in the grant application; and any other information EOAF or MOD may require.

The grant award will be disbursed upon documentation of incurred expenses and invoicing the Commonwealth for reimbursement.

**2.2** It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

**2.3** The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

**2.4** The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

**2.5** All approved expenses must be incurred by June 30, 2017. Grantee will forfeit reimbursement for any remaining award unused by June 30, 2017. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

### **SECTION 3. REPORTING**

**3.1** Once the Project is completed, the Grantee shall furnish to MOD, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

### **SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS**

**4.1** The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 526 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (M.G.L. Ch.149, Sections 26 to 27H); **(iii)** Title VI of the Civil Rights Acts of 1964, as amended; **(iv)** Environmental Impact Requirements (M.G.L. Ch.30, Sections 61 to 62I); **(v)** Historic Preservation Requirements (M.G.L. Ch.9, Sections 26 to 28) and applicable regulations; **(vi)** Architectural Access Board Requirements (M.G.L. Ch.22, Section 13A) and applicable regulations; and **(vii)** legal requirements relating to municipal or state-assisted construction and design projects, including those under M.G.L. c. 30B, c. 7C, c. 7, and c. 149, as applicable.

**4.2** This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

### **SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE**

**5.1** No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the

Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

**SECTION 6. AMENDMENTS**

**6.1** No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

**SECTION 7. SEVERABILITY OF PROVISIONS**

**7.1** If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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