



Somerville, MA American Rescue Plan Act (ARPA) Non-Profit Assistance Grant Agreement

This is a Grant Agreement (“Agreement”), dated as of _____ by and between _____, a nonprofit organization in the state of Massachusetts (“Grantee”), and The City of Somerville, Massachusetts, a City in the State of Massachusetts. (“Grantor”). This grant is being funded with State and Local Fiscal Recovery Funds (“SLFRF”) funding designated to the City of Somerville, MA, by The United States Department of Treasury. This Grant agreement will be governed by federal regulations governing the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (“SLFRF”)

BACKGROUND

A. [Applicant] is a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (“IRC”). Grantee’s mission is to _____.

B. Grantor desires to support Grantee’s mission by making a grant (“Grant”) on the basis set out in this Agreement and in the grant plan (“Grant Plan”) attached as Exhibit A.

Grantee and Grantor agree as follows:

1. CORE TERMS

1.1 Grant

Grantor will make the Grant to Grantee in the amount and in accordance with the schedule set out in the Grant Plan.

1.2 Use of Grant

Grantee will use the Grant, and any income earned on the Grant funds, for the purpose set out in the Grant Plan.

1.3 Grant Period

The grant period (“Grant Period”) is set out in the Grant Plan.

2. COMMUNICATION; REPORTS; RECORDS

2.1 Contact Persons

Grantee and Grantor will each appoint one individual to act as principal contact person for notices and other communications under this Agreement. The initial appointees are identified in the Grant Plan. Grantee and Grantor may change its contact person at any time by written notice to the other party.

2.2 Reporting

Grantee will provide Grantor with narrative and/or financial reports as set out in the Grant Plan.

2.3 Recordkeeping

Grantee will maintain its books and records in a manner that will provide Grantor with sufficient detail to review Grantee’s receipts and expenditures relating to the Grant. Grantee will make such records available for review by Grantor upon reasonable notice during the Grant Period and for four years after the termination or expiration of this Agreement.

3. ARPA FEDERAL GRANT RECOGNITION; PUBLICITY

Grantee must announce and publicize the Grant in recognition of Grantor's support. Grantee and Grantor may each disclose the other party's name and the amount of the Grant, and use each other's logo, in internal and external communications, including, without limitation, on its website and in its outreach materials, and as may otherwise be required by law. The Grantee must identify the funding being received as American Rescue Plan Act (ARPA) funding in all public announcements and media.

GRANT ADMINISTRATION

3.1 Funds Management

Grantee will manage the Grant funds in accordance with applicable federal law and federal regulations 2 CFR Part 200, the provisions of this Agreement, and Grantee policies. Grantee may combine the Grant funds with Grantee's other assets for program/project purposes.

3.2 Changed Circumstances

If the Grant is restricted to a particular program or purpose, Grantee will notify Grantor if Grantee determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, and in cases where a portion of the Grant remains unspent or unallocated upon completion of the applicable purpose, Grantee must notify the Grantor within 30 days, and must return any unspent grant funding to the Grantor.

4. COMPLIANCE

4.1 Tax Status

Grantee represents and warrants that it is a tax-exempt public charity under Section 501(c)(3) of the IRC. Grantee will promptly notify Grantor of any changes in such status. Grantee will comply with all IRC provisions applicable to Grantee as a tax-exempt organization.

4.2 Anti-Terrorism

Neither Grantee nor Grantor will: (a) engage in illegal activities; or (b) provide resources or support to, receive resources, or support from, or associate in any way with any individual or entity that engages in drug trafficking or activities of terrorism.

5. GENERAL PROVISIONS

5.1 Entire Agreement

This Agreement, together with the Grant Plan, expresses the final, complete, and exclusive agreement between Grantee and Grantor, and supersedes all prior or contemporaneous written and oral agreements, communications, or course of dealing between Grantee and Grantor relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

5.2 Amendment

This Agreement may be amended only as stated in writing and signed by both Grantee and Grantor which recites that it is an amendment to this Agreement.

5.3 Third Party Beneficiaries

This Agreement is for the exclusive benefit of Grantee and Grantor, and not for the benefit of any third party, including, without limitation, any partner, employee, or volunteer of Grantee.

5.4 Governing Law

This Agreement will be governed by the laws of the Commonwealth of Massachusetts irrespective of any conflict of law principals that may apply to the interpretation or enforcement hereof.

5.5 Force Majeure

Grantee will not be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond Grantee's control. Grantee will notify and consult with Grantor regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

5.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

5.7 2 CFR Part 200 ARPA Federal Requirements

The Grantee agrees to follow all required federal guidelines under the American Rescue Plan Act (ARPA) final rule, as well as federal regulations promulgated in 2 CFR Part 200 and made applicable by Treasury to the use of ARPA funds allocated to replace revenue lost as a result of the COVID-19 public health emergency pursuant to 31 CFR 35.6(d).

These requirements may include the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to projects funded with ARPA SLFRF funds allocated to replace revenue lost as a result of the COVID-19 public health emergency pursuant to 31 CFR 35.6(d) and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- iv. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- v. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vi. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- vii. Applicable federal environmental laws and regulations.

5.8 Statutes and regulations prohibiting discrimination applicable to ARPA

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), 4 which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

* * * * *

This Agreement was signed by Grantee and Grantor as of the date stated in its first paragraph:

Grantee: _____

By: _____

Name: _____

Title: _____

Federal Entity Identification Number: _____

Grantor Law Department

By: _____

Name: Cindy Amara

Title: City Solicitor

Grantor Executive Office: The City of Somerville, MA

By: _____

Name: Katjana Ballantyne

Title: Mayor

Exhibit A Grant Plan

Terms of Grant:

This grant is to be used by nonprofits.

Grant amount	Somerville, MA Non-Profit Assistance Grant Programs (S-NSP) – _____
Payment schedule	Somerville, MA Non-Profit Assistance Grant Programs (S-NSP) – Grantor will make the grant payment in a single lump-sum within 30 days after signing this Agreement.
Payment will be made and sent to the following address:	
Use of Grant	
Grant purpose	Somerville, MA Non-Profit Assistance Grant Programs (S-NSP)
Grant period	_____ to December 31, 2024 <u>If funds are not spent by December 31, 2024, the funds must be returned unless an extension is granted.</u>

Reporting

Timing	Somerville, MA Non-Profit Assistance Grant Programs (S-NSP) – <i>No Reporting Necessary</i>
Content	N/A

Grantor Contact Information

Grantor address	
Grantor contact person	Name: Title: E-mail: Telephone:

Grantee Contact Information

Grantee address	
Grantee contact person	Name: _____ Title: _____ E-mail: _____ Telephone: _____