



SMART GROWTH AND REGIONAL COLLABORATION

AGREEMENT BETWEEN THE METROPOLITAN AREA PLANNING COUNCIL AND

FOR THE DISBURSEMENT AND USE OF EMERGENCY COVID-19 TAXICAB, LIVERY, AND HACKNEY PARTNERSHIP GRANT FUNDS

This Agreement is made and entered into by and between the METROPOLITAN AREA PLANNING COUNCIL [“MAPC”], a public body politic and corporate established by Chapter 40B, Sections 24 through 29, of the Massachusetts General Laws with its principal office located at 60 Temple Place, Boston, Massachusetts, 02111, and _____ with its principal office located at _____ (“Grantee”).

Recitals

WHEREAS, MAPC through its partnership with Massachusetts Development Finance Agency (“MassDevelopment”), conducted a Notice of Funding Opportunity seeking applications from city and towns, regional transit authorities and others who would develop and operationalize a program with taxi, livery and hackney companies (“Service Providers”) to provide transportation and delivery services to Commonwealth vulnerable populations during the COVID-19 emergency; and

WHEREAS, Grantee submitted a Grant Application in response to MAPC’s Notice of Funding Opportunity that met the criteria therein; and

WHEREAS, Grantee has agreed to comply with the terms and conditions set forth herein; and

WHEREAS, Grantee shall incorporate this Agreement, with all Exhibits identified herein, in all contracts with Service Provider,

NOW THEREFORE, MAPC and the Grantee (alternatively referred to as “the Parties”) in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

- 1. Payment:** MAPC will disburse a single payment of \$_____ to the Grantee in accordance with the services identified and described in the Grantee’s Grant Application, which terms are annexed and incorporated herein. Payment shall be effectuated by via check or by electronic funds transfer, as may be agreed upon between the parties, as soon as possible after the execution of this Agreement and pending the receipt of funds to MAPC from MassDevelopment.
- 2. Term:** The Term of this Agreement shall be from the date of execution of the Agreement by MAPC, up and until December 31, 2021.
- 3. Reporting Requirements:** Grantee is wholly responsible for documenting the use of said funds and keeping accurate and detailed records as to how the funding is deployed. Grantee is also wholly responsible for reporting on the use of said funds to any authorized party seeking such information and it shall hold MAPC harmless from any such obligations. Grantee will retain such records in accordance with the Massachusetts State Records Law, MGL c. 66. MAPC retains the right at any time to seek and obtain information on the use of said funding from Grantee, but at no time will MAPC be responsible for the accuracy or completeness of the records it obtains.



SMART GROWTH AND REGIONAL COLLABORATION

4. Grantee will ensure that grants funds will not be awarded to any Service Provider that is currently debarred from receiving Commonwealth of Massachusetts funds or from working in the Commonwealth of Massachusetts.
5. **Release and Indemnification:** To the extent permitted by law, the Grantee hereby agrees that it shall indemnify, defend and hold harmless MAPC and MassDevelopment and all of their officers, agents and employees, against all suits, claims, demands and liabilities of every name and nature, both at law and in equity, based upon or arising out of any action taken by the Grantee in its performance of this agreement or upon the Grantee's failure to comply with the terms of this Agreement in the performance of its work, whether by it, its employees, or sub-contractors.
6. **Assignment:** This Agreement is non-assignable by either party.
7. **Severability:** In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.
8. **Termination of Agreement:** MAPC or the Grantee may terminate this Agreement upon immediate written notice should the other party fail to perform substantially in accordance with the terms of the Agreement with no fault attributable to the other. In the event of a failure to materially perform by Grantee, MAPC shall immediately deliver notice of such breach, which notice shall be accompanied by a description of the nature of the failure, and MAPC shall set a date not less than 7 business days by which Grantee shall cure the failure. If Grantee fails to cure within the time as may be required by the notice, MAPC may at its option, terminate the Agreement. Notwithstanding any language to the contrary within this Agreement, MAPC may terminate this agreement without cause at any time, effective 7 days beyond a termination date stated in a written notice of termination. In the event of termination, Grantee shall be responsible to return any unexpended funds to MAPC within 7 business days.
9. **Compliance with Conflict of Interest Laws:** Grantee warrants and represents to MAPC that, to the best of its knowledge, no officer or employee of Grantee who participated in the preparation of the Grant Application or this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Six. Grantee further warrants and represents to MAPC that, to the best of its knowledge, no employee of Grantee has a financial interest, either directly or indirectly, in the Agreement except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Seven.
10. **Governing Law and Jurisdiction:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.



SMART GROWTH AND REGIONAL COLLABORATION

- 11. COVID-19 Safety Guidelines:** Grantee shall require all Service Providers to follow and keep current with COVID-19 safety guidelines as they may be amended from time to time.
- 12. Special Purpose Funding:** This grant is made to fund the special purpose services, due to the COVID 19 pandemic, requested in the Grant Application. In the event that the need for such services no longer exists and there is unexpended grant money, such unexpended funds will be returned to MAPC unless otherwise agreed in writing.
- 13. Funding Term:** Notwithstanding any other terms of this Agreement, grant funds must be expended by March 31, 2021. Unexpended grant funds will be returned to MAPC unless otherwise agreed in writing.
- 14. Complete Agreement:** This Agreement, and Grant Application and the Grantee’s completed application, provided as Exhibits A and B hereto, constitute the total agreement of the parties and supersede all prior agreements and understandings between the parties and may not be changed unless agreed upon in writing by both parties. Any and all amendments to these terms shall only be effective upon the written agreement of MAPC and Grantee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For: THE METROPOLITAN AREA PLANNING COUNCIL

Name: _____
(Print)

Date: _____, 2020

Title: _____

Signature: _____

For: _____

Name: _____
(Print)

Date: _____, 2020

Title: _____

Signature: _____