

CITY OF QUINCY  
COMMUNITY PRESERVATION ACT GRANT AGREEMENT

This Grant Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200 , by and between the City of Quincy, through its Community Preservation Committee (hereinafter “Quincy CPC”) with an address of 1305 Hancock Street, Quincy, MA 02169 and [recipient] (hereinafter “Recipient”) with an address of [ \_\_\_\_\_ ], Quincy, MA [zip]. The purpose of this Grant Agreement is to implement the following grant award:

Project Name:

Project Description:

Project Location:

Date of Mayor’s Execution  
of Final Appropriation:

Project Sponsor(s)(if different from Recipient):

This Grant Award is subject to the following terms and conditions:

1. Award. Subject to the terms of this Agreement, the City of Quincy agrees to award the Recipient the amount of [**spell out in words and numbers**] for the above-referenced Project.
2. Project Application. The Project Application submitted to the Quincy CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant Agreement by reference.
3. Term. The term of this Grant Award is \_\_\_\_\_ (\_\_\_) years from the date of the City’s execution of this Grant Agreement (the “Commencement Date.”) All of the work described in this Grant Agreement must be completed no later than \_\_\_ years after the Commencement Date (the “Completion Date”), unless the Quincy CPC grants an extension for good cause shown.

Funds not utilized on the Project must be returned to the Community Preservation Fund Reserve and will made available for future appropriation to other recipients.

4. Budget; Other Sources of Funding. Prior to the commencement of the Work, the Recipient must submit a complete project budget that accounts for (1) the expenditure of all funds awarded under this Grant Agreement; and (2) all other sources of

funding, if necessary, to complete the project as described herein. Recipient shall not expend any grant funds unless sufficient sources of funding have been secured to complete the Work and the Project Budget has been approved by the Quincy CPC.

If the Quincy CPC determines that funds have been spent on goods or services not included in the Project Budget or otherwise not authorized under the CPA, the Recipient shall be responsible for repayment of such funds to the CPA Fund.

5. Reports. Every three/six months until the Completion Date, the Recipient shall provide the Quincy CPC with a written update on the progress toward completion of the Work. A Final Report, including digital photodocumentation of the Project where appropriate, is due with 30 days after the Completion Date. The Final Report shall be to the satisfaction of the Quincy CPC, which approval shall not be unreasonably withheld.

All documents, including but not limited to photographs, videos, etc. submitted to the Quincy CPC shall become the property of the City of Quincy and shall be available for use by the City and available to the public under the Massachusetts Public Records Law.

6. Deed Restrictions. Every project that involves the acquisition of any interest in real property with CPA funds shall be bound by a permanent deed restriction that meets the requirements of M.G.L. c. 184, limiting the use of the interest to the purpose for which it was acquired. M.G.L. c. 44B, §12. Where applicable, Recipient agrees to the imposition of such deed restriction in a form acceptable to the Quincy CPC.
7. Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. Recipient also agrees to comply with all requirements of this Grant Agreement.
8. Permits and Licenses. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of this Grant.
9. No Liability of City. By making this award, the City does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Recipient agrees to indemnify and defend the City from all claims, suits or demands resulting from implementation of the Project.
10. Community Preservation Act Awareness. Upon completion of the Project, Recipient agrees to post, in an appropriate location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the City of Quincy's Community Preservation Act program. Recipient shall also identify that the Project was funded through the City of Quincy Community Preservation Act in its written materials about the Project, including press releases, brochures, etc.

11. No Assignment. This Grant Agreement may not be assigned by Recipient without prior written agreement by the City of Quincy.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the City of Quincy and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.

Executed as of the date set forth above:

The City of Quincy,

[Recipient's Full Name]

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chair, Quincy CPC

\_\_\_\_\_  
Auditor

As to Form:

\_\_\_\_\_  
City Solicitor