



**BD-25-1068-1068C-1068L-109685**

*By and between the Massachusetts Gaming Commission and*

*The City of Somerville, Massachusetts*

This Fiscal Year (FY) 2026 Grant (the “Grant”) is entered into by and between the Massachusetts Gaming Commission (“Commission”), and the City of Somerville, Massachusetts (hereinafter “the Parties”) for an award in the amount of \$1,110,000 in accordance with M.G.L. c. 23K, §61 and the FY 2026 Community Mitigation Fund Guidelines. **This Grant Agreement expires on June 30, 2027.**

**RECITALS**

The following recitals are an integral part of this Grant Agreement:

1. The Grantee has qualified to apply for funding under M.G.L. c. 23K, §61 and the Grantee has submitted an Application to the Commission in accordance with M.G.L. c. 23K, §61 requesting disbursements to Grantee from the Community Mitigation Fund; and
2. The Commission has determined that the Grantee is eligible for the receipt of a Grant under the Community Mitigation Fund. The Grantee has agreed to accept the funds subject to all terms and conditions of this Grant.
3. The purpose of this Grant is to establish the specific scope, budget, and conditions for Grantee to provide to the Commission as part of this Grant; and
4. In consideration of the promises and the mutual covenants contained in this Grant, the receipt and legal sufficiency of which are hereby acknowledged, the Commission and the Grantee, intending to be legally bound, hereby agree as follows:

**DEFINITIONS**

**Application:** Shall mean the documents submitted in response to the Request for Response BID Number: BD-25-1068-1068C-1068L-109685 by the Grantee and, if applicable, the Response to the Request for Supplemental Information (RRSI) as approved by the Commission on 06/17/2025.

**Effective Date:** The Effective Date of this Grant or any amendment hereto is the date on which this Grant or an amendment is fully executed by all parties.

**SECTION 1 THE GRANT**

As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Commission: (a) all of the terms and conditions of this Grant, (b) the applicable provisions of M.G.L. c. 23K, Chapter 194 of the Acts of 2011, and 205 CMR, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Commission, the Commission hereby approves the following Grant: an amount that shall under no circumstances exceed one million one hundred ten thousand dollars (\$1,110,000). The Parties hereby acknowledge and agree that the amount set forth in this section, as determined by the Commission in its sole discretion, is the maximum amount of funding that the Grantee may receive from the Commission under this specific Grant. This Grant is also subject to all the terms and conditions in the Commonwealth of Massachusetts – Standard Contract Form and Commonwealth Terms and



Conditions as issued by the Massachusetts Executive Office for Administration and Finance or the Interdepartmental Service Agreement, as applicable.

## **SECTION 2 COVENANTS, REPRESENTATIONS, AND WARRANTIES**

The Grantee covenants and agrees that in exchange for this Grant, the Grantee shall and shall cause its employees, officials, agents, and representatives to perform and comply with the following covenants, and otherwise represents and warrants as follows:

**2.1** The Grantee was awarded this Grant based on representations in its Grant Application and its RRSI regarding the Grant's intended purpose or use.

**2.2** The Grantee hereby acknowledges and agrees that neither the Grantee nor any of its employees, officials, agents, or representatives has submitted nor shall submit any false or intentionally misleading information or documentation to the Commission in connection with this Grant, including the Application and RRSI, as applicable, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Grant and may be cause for the Commission to revoke any and all payments otherwise due to the Grantee, to recoup any previous payments made to the Grantee, and/or to make the Grantee ineligible for any further funding from the Commission. The Grantee hereby further agrees that it shall have a continuing obligation to update and notify the Commission in writing when it knows or has any reason to know that any information or documentation submitted to the Commission contains false, misleading or incorrect information.

**2.3** The Grantee certifies that the funds from this Grant will be used solely for the purposes outlined in **SECTION 3 SCOPE OF GRANT**.

**2.4** The Grantee hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Grant and the purposes for which the funding is being provided, as set forth in **SECTION 3 SCOPE OF GRANT**.

**2.5** The Grantee hereby acknowledges and agrees that all expenditures of Grant funds shall be subject to review and audit by the Commission.

**2.6** The Grantee hereby acknowledges and agrees that the scope of any activities prepared pursuant to this Grant shall be approved by the Commission's staff prior to the commencement of such actions.

**2.7** The Grantee shall provide the Commission with all studies, reports or other documents prepared as part of this Grant. Copies of any studies, reports, or other documents prepared by the Grantee by its agents, associates, consultants, employees, partners, or servants insofar as they relate to this Grant shall be forwarded to the Commission.

**2.8** The Grantee certifies that all goods and services procured in furtherance of this Grant, as described in **SECTION 3 SCOPE OF GRANT**, will be procured in accordance with all applicable federal, state and municipal laws, with written contracts, subject to the approval of the Commission's staff.

**2.9** The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.



**2.10** During the term of the Grant and for six years from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, receipts, contracts, and supporting materials relating to the Project.

**2.11** The Grantee shall furnish to the Commission such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Commission to ensure that the terms of this Grant are being observed and performed in all respects.

**2.12** The Grantee shall and shall cause its employees to comply with all provisions of this Grant, and all provisions of law that are applicable to the Grant; the Grantee shall take all action necessary to fulfill its obligations under this Grant and under all other agreements related to the Grant that have been referenced herein or otherwise approved by the Commission.

**2.13** With respect to all actions taken in relation to the Grant, the Grantee and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the contractors and vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

**2.14** The Grantee hereby acknowledges and agrees that the terms set forth in the Grant are intended solely to govern the disbursement of funds in accordance with M.G.L. c. 23K, §61. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the Grantee regarding legal or contractual requirements or best practices. Further, nothing in this Grant shall be construed as creating a duty or obligation on the part of the Commission to oversee or monitor the performance of any contractor, vendor, or other project participants.

**2.15** The Grantee has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all employees, agents, consultants, and representatives working on or for any project for which Grant funds will be used are in compliance with M.G.L. c. 268A to the extent that it is applicable.

**2.16** The Grantee has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the expenditure of the funds from this Grant.

**2.17** The Grantee represents that the acceptance of funding in accordance with the terms of this Grant does not and will not conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

**2.18** The Grantee represents that it has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the actions set forth in **SECTION 3 SCOPE OF GRANT** and has taken all actions necessary or required by law to enable it to execute this Grant and to perform its obligations hereunder.

**2.19** The Grantee represents that all meetings of all public bodies related to this Grant which relate in any way to the expenditure of funds from this Grant have been conducted, and shall be conducted, in compliance with the provisions of M.G.L. c. 30A, §§18–25, 940 CMR 29.00 et seq., and all other applicable law.



**2.20 (if applicable) For Construction Projects:** The Grantee shall provide Commission representatives with access to the Project site whenever Project work is in preparation or progress and shall provide such representatives with proper facilities for site access and inspection. The Grantee shall also provide the Commission with all executed contract documents related to the Project and plans and specifications prepared in relation to this Grant. The Grant will only fund a portion of construction costs. Grant funds will provide 100% of project costs up to \$250,000 and will fund up to 30% of the costs in excess of \$250,000 up to a maximum grant of \$1.5 million. If a municipality has more than one transportation construction project, the total cost of the combined projects will be used to determine the project subsidy (i.e., only the first \$250,000 of the combined projects receives the 100% subsidy). Any grant requests that exceed these funding limits require a waiver from the Commission. Applicants must demonstrate that the project will begin construction no later than June 30, 2026. Applicants may apply for Transportation Construction funds in future years for a project included in an FY 2026 application. However, any FY 2026 transportation construction project may not rely upon contributions from the Community Mitigation Fund in future rounds.

### **SECTION 3 SCOPE OF GRANT**

Having received and reviewed the Application dated 01/28/2025 and supporting documentation submitted by the Grantee, the Commission hereby finds that the following are necessary and reasonable costs to offset costs related to the construction and operation of a gaming establishment. The Grantee hereby acknowledges and agrees that the scope of the Grant shall be governed by the following requirements:

**3.1** The Grantee hereby certifies that the Community Mitigation Grant funds are for the sole and exclusive use of City of Somerville as approved by the Commission on 06/17/2025.

**3.2** The Grantee shall provide the Commission staff with a detailed scope, budget and timeline which shall be approved by the Commission's staff prior to the execution of the Grant.

**3.3** If applicable to this Grant, in the event Grantee encounters or anticipates difficulty in meeting the project schedule, the Grantee must immediately notify the Commission's Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by the Commission of a project delivery schedule or date, or any rights or remedies provided by this Grant.

**3.4** Any substantive deviation from Grantee's approved Scope of Work or budget, as outlined in the Application and this Grant, during project implementation may require re-evaluation and approval by the Commission.

**3.5** If applicable to this Grant Agreement, the Grantee shall identify any other local, state or federal funds, including in-kind services being provided as matching funds for this grant.

**3.6** Overview of Approved Scope: See Addendum A -SCOPE OF WORK



### 3.7 Special Conditions: See Addendum A - SCOPE OF WORK

#### **SECTION 4 DISBURSEMENT OF THE GRANT**

Subject to the terms and conditions set forth in this Grant, the Commission shall disburse Grant funds in accordance with the following:

**4.1** Having completed review of the Application submitted by the Grantee, the Commission has determined that the Grantee is eligible for funding in the amount of \$1,110,000.

**4.2** The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.

**4.3** Eligible Costs. The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements. To be eligible for reimbursement, Project costs must be:

- a. Consistent with the Project Scope of Work, the Project Budget, and other provisions of the Grant.
- b. Reasonable for the goods or services purchased.
- c. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice.
- d. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee.
- e. Eligible for grant funding as part of the grant program through which the funds were awarded.

**4.4** In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

**4.5** The Grantee may submit invoices to the Commission on a quarterly basis with the **Quarterly Report Form** pursuant to SECTION 5 of this Grant. The Commission shall make payments for eligible amounts to the Grantee as promptly as fiscal procedures permit upon receipt of Grantee's itemized invoice(s) via the Quarterly Report Form.

**4.6** Following approval by the Commission staff as specified in **SECTION 3 SCOPE OF GRANT** and upon the Commission Staff's receipt and approval of an accounting of expenditures, and the receipt of either estimates of proposed expenditures of grant monies, a copy of an invoice, or proof of payment, the Commission shall either issue a check or transfer monies to the Grantee.

**4.7** The payment schedule may be modified if the current payment procedure conflicts with the Grantee's accounting practices. Such a request must be made by the Grantee and approved by Commission Staff on a timely basis.

**4.8** The Commission shall retain ten percent (10%) of the amounts invoiced until satisfactory completion of work as determined by Commission Staff. Upon a determination by Commission Staff of satisfactory completion of work along with receipt of final invoice and all required documentation from Grantee, the Commission shall pay the ten percent retainage to Grantee.



**4.9** Acceptance and processing of the Final Payment by the Grantee shall indicate receipt of the Grant funds in full satisfaction of the approved scope. The Grantee shall provide the Commission with a final accounting after the expenditure of the Final Payment.

#### **SECTION 5 QUARTERLY REPORTING REQUIREMENTS**

The Grantee shall submit to the Commission a quarterly update on the expenditure of the Grant funds detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Said quarterly reports shall be due:

**November 15<sup>th</sup>** for the period ending September 30<sup>th</sup>

**February 15<sup>th</sup>** for the period ending December 31<sup>st</sup>

**May 15<sup>th</sup>** for the period ending March 31<sup>st</sup>.

**August 15<sup>th</sup>** for the period ending June 30<sup>th</sup>

#### **SECTION 6 AMENDMENTS**

This Grant may be amended only through a written amendment signed by duly authorized representatives of the Commission and the Grantee. Grantees looking to amend their Grant must submit a written request to amend the Grant to the Commission's Program Manager. An amendment to the Grant may be made at the Commission's discretion if the request to amend is consistent with the provisions of this Grant. Grant funds may only be moved between projects within the Grant. Funds may not be moved between previously awarded Grants and this Grant.

#### **SECTION 7 FINAL REVIEW, AUDIT AND CLOSE-OUT**

**7.1** Upon expenditure of all funds distributed under this Grant, the Grantee shall submit a Grant Review Form and a Close-Out Report Form, which shall include an overview of the goals and objectives stated in the grant application; all documents as further described in Section 2.7 of the Grant; and a description of the changes, if any, that were made to the project that differ from the Application. The Close-Out Report Form shall include a summary of key program accomplishments and shall include:

- a. The Grantee shall submit the Grant Review Form and Close-Out Report Form to the Commission prior to submittal of the Request for the Final Payment.
- b. The Grantee must provide the Commission with a final accounting including the remaining balance of the Final Payment.
- c. The Grantee must return any funds due to the Commission as a result of refunds, corrections, or audits.
- d. The Commission may request any supplemental information it deems necessary to ensure that the funds were expended in accordance with **SECTION 3 – SCOPE OF THE GRANT**. The Commission may conduct, or cause to be conducted, an audit of the transactions and expenditures made by the Grantee in connection with this Grant.

**7.2** In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

**7.3** Unused funds must be promptly returned to the Commission upon the completion of the items identified in **SECTION 3 SCOPE OF GRANT** or the expiration of the grant. In the event of disagreement,



the Commission may require the Grantee to return any funds which remain unexpended 60 days after the completion of the grant scope.

#### **SECTION 8 INDEMNIFICATION**

**8.1** To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Commission, commissioners, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Commission, its commissioners, agents or employees arising out of any activities undertaken by, for, or on behalf of the Grantee relative to the expenditure, disbursement, or use of the funds associated with this Grant or any activities, acts or omissions in relation to the Grant including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Grant. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Commission which would otherwise exist.

**8.2** No member or employee of the Commission shall be held personally or contractually liable by or to the Grantee under any provision of this Grant, because of any breach of this Grant, or because of its execution or attempted execution.

#### **SECTION 9 CERTIFICATIONS FILINGS AND SUBMISSIONS**

All certifications, filings, and submissions to the Commission in furtherance of this Grant shall be made by a duly authorized representative of the Grantee. Such representative shall acknowledge that such certification, filing, or submission is true, complete and accurate, to the best of the Grantee's knowledge.

#### **SECTION 10 GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY**

**10.1** This Grant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Grant; otherwise, this Grant shall be construed as though such provision(s) had never been made a part hereof.

**10.2** Any civil action brought against the Commission by the Grantee, or any person or entity claiming through or under it, which arises out of the provisions of this Grant, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The Grantee, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The Grantee for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Commission that may arise out of the provisions of this Grant.

**10.3** This Grant and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the Commission and a duly authorized representative of the Grantee. The undersigned, who are signing on behalf of the Grantee, hereby





warrant and represent that they possess the full legal authority to execute this Grant on behalf of the Grantee and to bind the Grantee to its terms and conditions. In the event that the Commission later determines that the undersigned are not duly authorized to execute this Grant and to bind the Grantee, the Commission may, in its sole discretion, take whatever action it deems necessary to terminate this Grant, to suspend or terminate payments to the Grantee and to recoup any funds disbursed to the Grantee. Any rights and remedies available to the Commission under the provisions of this Grant shall be in addition to any other rights and remedies provided by law.

#### **SECTION 11 WAIVER OF GRANT TERMS, CONDITIONS, AND OBLIGATIONS**

**11.1** The terms, conditions, covenants, duties, and obligations contained in this Grant may be waived only by written agreement executed by duly authorized representatives of the Commission and the Grantee. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Grant. Forbearance or indulgence in any form or manner by either Party to this Grant shall not be construed as a waiver, nor in any way limit the remedies available to that party.

**11.2** The Commission's payment(s) to the Grantee under this Grant or its review, approval, or acceptance of any actions by the Grantee under this Grant shall not operate as a waiver of any rights or remedies available to the Commission under this Grant or as otherwise provided by law.

#### **SECTION 12 TERMINATION**

**12.1** The Grantee hereby acknowledges and agrees that the Commission may terminate the Grant, in whole or in part, at any time with or without cause, or if it determines in its sole discretion that the Grantee failed to comply with any provision of the Grant.

**12.2** The Grantee hereby further acknowledges and agrees that in the event of termination by the Commission, the Commission may revoke any and all remaining payments otherwise due to the Grantee and may recoup any previous payments made to the Grantee.

**12.3** In the event of termination by the Commission, the Commission shall provide written notice of termination to the Grantee, which shall state the effective date of said termination as well as the reason(s) for termination. Such written notice shall include whether the Commission intends to recoup previous payments made to the Grantee pursuant to the Grant.

#### **SECTION 13 NOTICE**

**13.1** Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee in one of the following manners: (a) in-hand; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by email and such notices shall be addressed as follows:





**If to the Commission:**

Massachusetts Gaming Commission  
101 Federal Street, 12<sup>th</sup> Floor.  
Boston, MA 02110  
Attention: Chief of Community Affairs  
Email: MGCCMF@massgaming.gov

**If to the Grantee:**

Somerville  
93 Highland Avenue  
Somerville, MA 02143  
Attention: Alan Anacio  
Email: ainacio@somervillema.gov

Any notice shall be effective only upon receipt.

**13.2** The Grantee must provide the Commission with updated contact information in a timely manner if there are any changes to staff assigned to manage this Grant.

**[Remainder of page intentionally left blank; signature page to follow.]**



IN WITNESS WHEREOF, the Massachusetts Gaming Commission and the Grantee have caused this Grant Agreement to be executed by their duly authorized representatives on the Effective Date.

**SIGNATORY AUTHORITY OF GRANTEE**

**MASSACHUSETTS GAMING COMMISSION**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
Title:

By: \_\_\_\_\_  
(Signature)

Joseph Delaney  
\_\_\_\_\_  
(Print name)

Chief of Community Affairs  
\_\_\_\_\_  
Title:

Effective Date *(To be filled out by MGC Staff)*: \_\_\_\_\_

[illegible]

