

**VENDOR COPY**



**City of Somerville Community Preservation Act**

Somerville CPA



**Standard CPA Grant Agreement Form**

This Grant Agreement, numbered 170298, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City") and the Community Preservation Committee ("CPC") and the Grantee, defined as follows, ("Grantee"):

<b>Project Name:</b>	Somerville Museum Capital Improvements Phase 5	
<b>Grantee Name:</b>	Somerville Historical Society	
<b>Grantee Address:</b>	9 Josephine Ave. Somerville, MA 02144	
<b>Grantee Contact Name, Email, &amp; Home./Cell #:</b>	Barbara Mangum	<a href="mailto:bmangum411@aol.com">bmangum411@aol.com</a>
	617-625-5809	617-331-7726
<b>CPC Project Liaison:</b>	Kristen Stelljes	
<b>Grant Amount:</b>	\$423,480	
<b>Purchase Order #:</b>	20174662	
<b>Project Description:</b>	The Project will provide resources for the Somerville Museum to become ADA compliant and care for its historic collections. This will include building an elevator to meet ADA requirements, reinstalling the Museum's original Palladian window that was removed in 1986 per a deed restriction with the Massachusetts Historical Society, upgrading security systems, inventorying the Museum's holdings, and planning for Phase 6 of the Museum's strategic plan.	
<b>Grant Term:</b>	1/11/17 through 1/10/20	
<b>Term:</b>	The term of this Grant Agreement shall commence on 1/11/17 and shall end on 1/10/20  The Grantee shall complete the Project prior to the end of the Grant Agreement term (the "Completion Date"), unless the CPC grants an extension for good cause shown.	
<b>Grant Funds Disbursement:</b>	The City agrees to grant the Grantee a total not to exceed <b>\$423,480</b> to complete the Project in accordance with the Grant Agreement Documents. Grant funds disbursement is specified in the attached <b>Appendix B</b> , made part hereof.	
<b>Grantee Certifications:</b>	The Grantee agrees to perform this Grant Agreement and complete the Project in accordance with the City of Somerville's Standard CPA Grant Agreement General Conditions as set forth within <b>Appendix D</b> , made part hereof. Under the pains and penalties of perjury, the Grantee certifies that it is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Grantee certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Grantee, the Grantee is responsible for penalties.	
	TIN: The Grantee certifies that its accurate federal <b>tax identification number</b> as reported to the IRS is:  <b>04-6079655</b>	
	This Grant Agreement has been duly executed and delivered on behalf of the Grantee by its:  Officer (President, Vice President, Treasurer, Secretary) General Partner, <b>Trustee</b> ,  other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.	




**Appendix B: Forms (Check if Applicable)**

- Certificate of Authority (LLC or Corp.)**
- Evidence of Insurance**
- Certificate of Good Standing**
- Compliance with CPC Conditions**

IN WITNESS WHEREOF, the City and the Grantee have executed this Grant Agreement as a sealed instrument on  
This, the Xth day of MONTH, YEAR

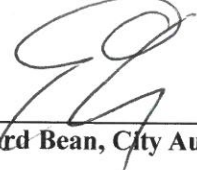
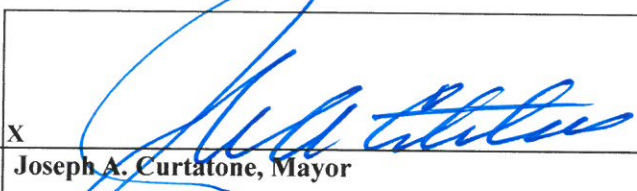

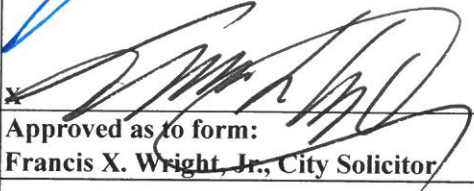
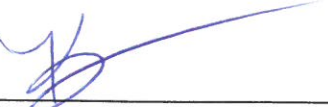
**GRANTEE**

<input checked="" type="checkbox"/>  Grantee Signature (Duly Authorized)	January 11, 2017
	President of the Board
	Barbara J. Mangum

**CITY**

**City Auditor's Encumbrance Statement**

I hereby certify that the total grant amount is \$ 423,480 and that an unencumbered balance of \$ 423,480 is available for the current fiscal year of this grant agreement. I further certify that a sum of \$ 86,316.00 is hereby encumbered against the appropriate account for the purposes of this grant agreement and as funds become available, I will encumber additional sums as are required under this grant agreement.

<input checked="" type="checkbox"/>  Edward Bean, City Auditor	<input checked="" type="checkbox"/>  Joseph A. Curtatone, Mayor
<input checked="" type="checkbox"/>  Angela M. Allen, Purchasing Director	<input checked="" type="checkbox"/>  Approved as to form: Francis X. Wright, Jr., City Solicitor
<input checked="" type="checkbox"/>  Kristen Stelljes, CPA Manager	

**Appendix A**  
*Project Description*

The Grantee shall implement the project in accordance with the attached CPC Funding Recommendation, made part hereof.





JOSEPH A. CURTATONE  
MAYOR

**CITY OF SOMERVILLE, MASSACHUSETTS  
COMMUNITY PRESERVATION COMMITTEE**



**COMMUNITY PRESERVATION COMMITTEE FY16 FUNDING RECOMMENDATION FOR  
SOMERVILLE MUSEUM CAPITAL IMPROVEMENTS PHASE 5, SOMERVILLE MUSEUM**

**PROJECT DESCRIPTION**

This project will provide resources for the Somerville Museum to become ADA compliant and care for its historic collections. This will include building an elevator to meet ADA requirements, reinstalling the Museum’s original Palladian window that was removed in 1986 per a deed restriction with the Massachusetts Historical Society, upgrading security systems, inventorying the Museum’s holdings, and planning for Phase 6 of the Museum’s strategic plan.

**ELIGIBILITY**

*Historic resources:* This project will preserve, rehabilitate and restore historic resources. The Museum is working with the Historic Preservation Commission and the Massachusetts Historical Commission to ensure the project adheres to the US Secretary of the Interior’s Standards for Rehabilitation. The HPC determined both the Somerville Museum and its collections are of historical significance. The Museum building is also a local historic district.

**RECOMMENDED FUNDING**

On March 23, 2016 by a vote of 6-0 the Community Preservation Committee recommended appropriating \$423,480 for this project: \$329,973 from the historic resources reserve budget and \$93,507 from the undesignated fund balance to the control of the Somerville Museum for the overall purposes summarized in this document.

**Project Budget**

<b>Expenses</b>	<b>Amount</b>
Soft costs	\$385,766
Construction	\$288,803
<b>Total</b>	<b>\$674,569</b>
<b>Sources</b>	
CPA historic resources funds- requested	\$423,480
Wallace Foundation	\$67,219
MCFE	\$40,000
Repurposed CPA FY 15 funds for wheelchair lift	\$24,970
Match in-kind	\$118,900
<b>Total</b>	<b>\$674,569</b>

### **ALIGNMENT WITH FY16 COMMUNITY PRESERVATION PLAN**

The Community Preservation Plan prioritizes historic resources projects that address crucial, longstanding needs in Somerville's historic landmarks and properties, especially those at risk. The project will improve the accessibility of all three floors of the Museum for all members of the community to bring the building into compliance with the Americans with Disabilities Act (ADA). The project will also protect the historic collections through upgrades in security and a collection inventory and will work with Peter Quinn Architects to plan for the next phase of collection care. This includes proper storage, access and climate control of historic collections.

### **FUNDING CONDITIONS**

1. The Somerville Museum must secure all necessary permits and approvals from the Historic Preservation Commission, Massachusetts Historical Commission, the Planning Board and all other necessary approvals for the project before funds are disbursed.
2. Upon commencement of the Project and as appropriate, the Grantee agrees to post a sign stating that the Project was funded through the City of Somerville's Community Preservation Act program.

*The full proposal is available at: <http://www.somervillema.gov/cpa/projects/2016>*



JOSEPH A. CURTATONE  
MAYOR



## CITY OF SOMERVILLE, MASSACHUSETTS COMMUNITY PRESERVATION ACT CPA FUNDS DISBURSEMENT GUIDELINES

Grantees must follow the following guidelines to receive disbursement of CPA funds.

### Requirements for Disbursement

The City requires the following for disbursement of CPA funds:

1. **Appointment of Grantee Contact.** Grantees must appoint a single point of contact to be responsible for the CPA grant and to interact with the City.
2. **An executed grant agreement.** Grantees will receive CPA funds in the form of a grant from the City of Somerville, which will be governed by a grant agreement with the City. The grant agreement is a contractual document that will be signed by the following individuals: the Grantee's authorized representative, the CPA Manager (on behalf of the CPC), the Purchasing Director, the City Solicitor, the City Auditor, and the Mayor.
3. **A disbursement schedule.** The disbursement schedule will identify project phases and a disbursement amount for each project phase and will be included in the grant agreement. The City will reserve 10% of each grant as the final disbursement for every project.
  - a. Unless otherwise agreed to by the CPA Manager and Grantee, the default phase length will be three months, with disbursements released quarterly.
4. **Project-specific deliverables or milestones.** The CPA Manager and the Grantee will also identify a set of deliverables or milestones tied to each project phase, and disbursement will be tied to the completion of them (see below). These phase-specific deliverables/milestones will be agreed upon ideally prior to the execution of the Grant Agreement and at the latest prior to the commencement of each phase.
5. **An invoice and grant report for each project phase.** Grantees must submit an invoice for each disbursement of CPA funds and append to this invoice a grant report, using the CPA Grant Report Form provided by the CPA Manager. The invoice shall include the following information: Grantee name, Grantee remit address, invoice date, invoice number, purchase order number, and grant disbursement amount. The City will not release a disbursement unless the CPA Manager has approved and signed the corresponding invoice and Grant Report Form.
6. **Photos.** Grantees must submit at least three high-resolution photos of their project with each invoice and grant report. Grantees must submit photos of the project before work commences with their first invoice and grant report and photos of the completed project with their final invoice and

grant report. All photos must be submitted to the Somerville CPA flickr page:  
<https://www.flickr.com/groups/2845933@N21/>.

- 7. Periodic on-site meetings.** The CPA Manager will visit the project site on a periodic basis to meet with the Grantee Contact and other relevant project staff to discuss and monitor progress. The CPA Manager will distribute notes that summarize the takeaways from each meeting and require Grantees to approve them as part of the grant report for that project phase.

**Disbursement System**

The City will disburse funds to Grantees using either a phased disbursement system or a reimbursement system. Each Grantee will select its preferred system.

- 1. Phased disbursement system.** Under a phased disbursement system, the City will forward fund each phase of the project. The City will only release disbursements for Phases 2 and beyond after all deliverables and milestones for the previous phase have been successfully completed (i.e., once the previous phase’s deliverables/milestones have been reconciled). The following chart summarizes this system using an illustrative example:

<b>Phased Disbursement System Example</b>				
<b>Phase #</b>	<b>Phase Time Period</b>	<b>Invoice/ Report Date</b>	<b>Grant Report Content</b>	<b>Disbursement Released</b> <small>(assuming 2 week processing time)</small>
1	1/1 – 3/31	1/1	Discusses anticipated Phase 1 work	1/15
2	4/1 – 6/30	4/1	Reconciles Phase 1 & discusses anticipated Phase 2 work	4/15 <b>IF</b> Phase 1 is reconciled
3	7/1 – 9/30	7/1	Reconciles Phase 2 & discusses anticipated Phase 3 work	7/15 <b>IF</b> Phase 2 is reconciled
10% reserve	n/a	As early as 10/1	Reconciles all Project deliverables, including Phase 3 deliverables	10/15 <b>IF</b> all Project requirements are complete

- 2. Reimbursement system.** Under a reimbursement system, the City will reimburse Grantees for expenses incurred. The City will only release the disbursement for each phase once the deliverables/milestones for that phase have been successfully completed, or reconciled. The following chart summarizes this system using an illustrative example:

<b>Reimbursement System Example</b>				
<b>Phase #</b>	<b>Phase Time Period</b>	<b>Invoice/ Report Date</b>	<b>Grant Report Content</b>	<b>Disbursement Released</b> <small>(assuming 2 week processing time)</small>
1	1/1 – 3/31	4/1	Reconciles Phase 1 & discusses anticipated Phase 2 work	4/15 <b>IF</b> Phase 1 is reconciled
2	4/1 – 6/30	7/1	Reconciles Phase 2 & discusses anticipated Phase 3 work	7/15 <b>IF</b> Phase 2 is reconciled
3	7/1 – 9/30	10/1	Reconciles Phase 3	10/15 <b>IF</b> Phase 3 is reconciled
10% reserve	n/a	As early as 10/1	Reconciles all Project deliverables	10/15 <b>IF</b> all Project requirements are complete



**Appendix B**  
*Disbursement Details*

The Grantee shall comply with the attached CPA Funds Disbursement Guidelines, made part hereof. The Guidelines require the Grantee to submit invoices to the City according to the Disbursement Schedule below. The Disbursement Schedule may be amended upon approval by the CPC.

**Appendix C**  
*Forms*

**Appendix D**  
*CPC Grant Agreement General Conditions*



<b>Disbursement Schedule</b>				
<b>Grant Total:</b>		<b>\$423,480</b>		
<b>Phase #</b>	<b>Anticipated Phase Time Period</b>	<b>Anticipated Invoice/Report Date</b>	<b>Disbursement Amount</b>	<b>Disbursement as % of Grant Award</b>
<b>Total Phase 1:</b>		<b>\$95,907</b>		
Phase 1: Non-elevator projects	1/16/17-2/15/18	2/28/18	\$86,316	20.4%
Close Out Phase 1: (10%- paid as reimbursement)	2/28/18	2/28/18	\$9,591	2.3%
<b>Total Phase 2:</b>		<b>\$327,573</b>		
Phase 2: Elevator construction & Palladian window	6/1/17-12/15/19	1/10/20	\$294,816	69.6%
Close Out Phase 2: (10%- paid as reimbursement)	1/10/20	1/10/20	\$32,757	7.7%
<b>Total</b>			<b>\$423,480</b>	<b>100.0%</b>





**Certificate of Authority  
(Corporations Only)**

**Instructions:** Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

**Somerville Historical Society**

(Insert Full Name of Corporation)

2. I hereby certify that the following individual **Barbara Mangum**  
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected **President** of said Corporation.

(Insert the Title of the Officer in Line 2)

3. I hereby certify that on **October 17, 2015**  
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

**Barbara Mangum** **President**

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**   
**Signature:** Evelyn M. Battinelli **AFFIX CORPORATE SEAL HERE**  
(Clerk or Secretary)

**Printed Name:** Evelyn Battinelli

**Printed Title:** Secretary

**Date:** January 12, 2017  
(Date Must Be on or after Date Officer Signed Contract/Bonds)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wedgwood-Crane & Connolly Ins 19 College Ave Box 440313 Somerville, MA 02144-000	<b>CONTACT NAME:</b> WENDY SMITH <b>PHONE (A/C No Ext):</b> (617) 625-0781 <b>E-MAIL ADDRESS:</b> wendy@wccinsurance.com	<b>FAX (A/C No):</b> (617) 625-6460
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SOMERVILLE HISTORICAL SOCIETY DBA SOMERVILLE MUSEUM 1 WESTWOOD ROAD SOMERVILLE, MA 02143	<b>INSURER A:</b> Great Lakes Reinsurance	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	UKP54689	8/23/16	8/23/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Building	Y	UK54689	8/23/16	8/23/17	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Somerville listed as an additional insured.  
 This is a commercial package policy includes property and commercial general liability coverage

**CERTIFICATE HOLDER****CANCELLATION**

The City of Somerville  
 Purchasing Dept  
 93 Highland Ave  
 Somerville, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John M. Connolly*

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ACORD 25 (2010/05)

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Phone: (617) 625-6600

Fax:

E-Mail:







*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

Date: December 16, 2016

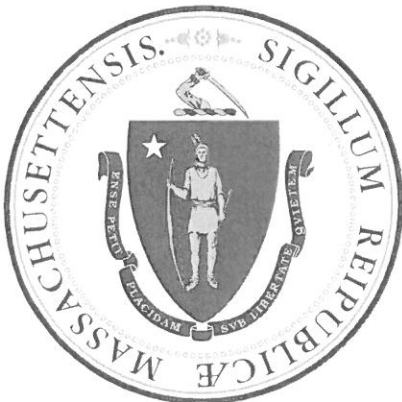
To Whom It May Concern :

I hereby certify that according to the records of this office,

**SOMERVILLE HISTORICAL SOCIETY**

is a domestic corporation organized on **November 09, 1898**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 16120360810

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:





City of Somerville Community Preservation Act

Somerville CPA

Compliance with CPC Conditions



<b>Project Name:</b>	Somerville Museum Capital Improvements Phase 5	
<b>Grantee Name:</b>	Somerville Historical Society	
<b>Grantee Address:</b>	9 Josephine Ave. Somerville, MA 02144	
<b>Grantee Contact Name, Email, &amp; Tel./Fax #:</b>	Barbara Mangum	bmangum411@aol.com
	617-625-5809	617-331-7726
<b>CPC Conditions:</b>	<p>1) The Somerville Museum must secure all necessary permits and approvals from the Historic Preservation Commission, Massachusetts Historical Commission, the Planning Board and all other necessary approvals for the project and resolve any appeals before funds for elements that require permits are disbursed.</p> <p>2) Upon commencement of the Project and as appropriate, the Grantee agrees to post a sign stating that the Project was funded through the City of Somerville's Community Preservation Act Program.</p>	

I acknowledge the CPC's conditions and agree to comply with them, which includes providing information to the CPA Manager as requested:

<input checked="" type="checkbox"/> <b>Grantee Signature (Duly Authorized):</b>	January 11, 2017
	President of the Board
	Barbara J. Mangum

17 JAN 27 AM 9:40  
AUDITING DEPT.



**GRANT AND TRUST FUNDS DISCLOSURE FORM**  
**PURSUANT TO CITY OF SOMERVILLE CODE OR ORDINANCES SEC. 15**  
(copies of the Ordinance are available upon request)

**Instructions:** All applicants for grant and/or trust funds administered by the City must complete this form as part of its application submission to the City of Somerville. Complete all sections of this form.

**Section 1**

Legal Name of Applicant: Somerville Historical Society dba Somerville Museum

Indicate whether the applicant had any grant, contract, or agreement with a federal, state or local agency terminated within the last three (3) years.

**Check One:**

- Yes (If yes, please identify the grant, contract, or agreement including parties, term, and cause of termination on an additional page.)
- No

**Section 2**

**Applicants are required to disclose any circumstances constituting a conflict of interest or potential conflict of interest arising from or relating to the proposed grant or trust disbursement, whether real or apparent.**

**Conflict of Interest Prohibited.** No employee, officer or agent of the grantee shall participate in any particular matter, including but not limited to, the selection, or in the award or administration of a contract, grant or subgrant, or employment agreement administered by way of funds received by the City of Somerville if a conflict of interest, real or apparent, would arise. Such a conflict would arise when:

- 1) an employee, officer or agent, or
  - 2) any member of his or her immediate family, or
  - 3) a business organization in which he or she is serving as officer, director, trustee, partner, or employee; or
  - 4) any person or organization with whom he or she is negotiating or has any arrangement concerning prospective employment,
- has a financial or other interest in the person or entity selected for an award, or a contract, grant, subgrant, or employment agreement of the grantee or the funds for which originate from or are awarded through the city.

**Check One:**

- No Conflict Of Interest

**Potential or Actual Conflict of Interest** (If checked, disclose in detail all relevant facts, including names of individuals or organizations, relevant contract, grant, subgrant or employment agreement, and source of funding on an additional page.)

**Section 3**

Attach a copy of applicant's policy addressing conflicts of interest that may arise involving management, employees and the members of its board of directors or other governing body. See the *City of Somerville Code of Ordinances Section 15-12(c)* for complete requirements. Should the policy be revised during the grant term, a copy of the revised policy must be submitted to the City within thirty (30) days of being revised.

**Section 4**

Identify all officers, employees, contractors, subgrantees or other persons providing any type of service in relation to the proposed grant activity, in the following format. Use additional page(s) as necessary.

Name (Individual or Entity)	Association	Service Provided	Value of Service (\$)	Amount of City Funds Supporting Service (\$)	Mark "X" if individual or entity has had any grant, contract, or agreement with a federal, state or local agency terminated within the last 3 years.*
Barbara J. Mangum	Somerville Museum	Project Management	\$5,562		
Richard Graf	Fort Point Consulting	Owner's Rep	\$28,653		
Peter Quinn	Peter Quinn Architects	construction oversight	\$7,649		

\*If yes, please identify the grant, contract, or agreement including parties, term, and cause of termination on an additional page.

**Section 5**

This form is hereby completed on behalf of the applicant named above. Through the undersigned individual, the applicant hereby certifies that the completed form is true and accurate. The applicant acknowledges that it has read, understands, and agrees to comply with, the requirements of *City of Somerville Code of Ordinances Section 15*.

During the term of any grant, grantees have a continuing obligation to submit an updated Disclosure Form to the City of Somerville immediately as to any circumstances which constitute a potential or actual conflict of interest.

Signature:   
Print Name of Authorized Individual: Barbara J. Mangum

Title: President of the Board of Trustees of the Somerville Museum

Date: December 5, 2016



JOSEPH A. CURTATONE  
MAYOR

Somerville CPA



**CITY OF SOMERVILLE, MASSACHUSETTS**  
**COMMUNITY PRESERVATION ACT**  
**STANDARD CPA GRANT AGREEMENT GENERAL CONDITIONS**  
**AMENDED JULY 26, 2016**

1. Requirements for Release of Funds. The Grantee hereby acknowledges and expressly agrees that all disbursements of grant funds to the Grantee shall comply with the CPA Funds Disbursement Guidelines, a copy of which is attached hereto and incorporated herein.
2. Public Records Law. All documents, including but not limited to photographs, videos, etc. submitted to the CPC shall become the property of the City of Somerville and shall be available for use by the City and available to the public under the Massachusetts Public Records Law.
3. Image Release. The Grantee must obtain prior permission, with a signed photo/video release, for images of individuals shared with the City of Somerville, stating that the image can be shared with the City of Somerville and are aware that it can be used for publicity purposes at the sole discretion of the City of Somerville. Parents or legal guardians must sign a release form for minors who appear in photographs. The Grantee must provide the City with a copy of the release upon request.
4. Project Liaison. The CPA Manager will serve as Project Liaison for the Project. The Grantee shall cooperate with the Project Liaison, including providing access to the project site at reasonable times and with reasonable notice. The Project Liaison shall serve as the agent of the CPC for the purpose of monitoring project compliance with the terms of this Grant Agreement and shall periodically report to the CPC regarding the progress of the Project and the compliance of the Grantee with the terms of this Grant Agreement.
5. Records and Monitoring. The Grantee agrees to maintain such records with respect to utilization of the grant funds and income derived therefrom as are kept in the normal course of business and such additional records as may be required by the City. The City may periodically evaluate the performance of the Grantee and may make a determination as to whether the Grantee has conformed to this Agreement and has a continuing capacity to carry out the funded activities in the manner required pursuant to this Agreement.

Said records shall be available for inspection by the City during normal business hours and as often as the City may deem necessary. The Grantee shall make available all such records and documents as requested by said parties for audit and/or monitoring. The City shall be entitled to examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls,

personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement, provided said record does not contain proprietary information of the Grantee.

6. Deed Restrictions. Pursuant to Massachusetts General Law Chapter 44B, Section 12 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. Where applicable, the Grantee agrees to the imposition of such deed restriction in a form acceptable to the CPC.
7. Community Preservation Committee Conditions. The Grantee shall comply with all additional conditions placed on the grant offer by the Community Preservation Committee.
8. Compliance with Laws and Agreement. The Grantee understands and agrees that projects funded through this Grant Agreement are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. The Grantee also agrees to comply with all requirements of this Grant Agreement. The Grantee shall comply with all applicable federal and state laws and city ordinances and regulations, including but not limited to Americans with Disabilities Act and Massachusetts Architectural Access Board regulations, which in any manner affect the performance of this Grant Agreement.
9. Permits and Licenses. It is the obligation of the Grantee to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by awarding this grant.
10. No Liability of City. By making this grant, the City does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Nothing in this Grant Agreement shall be construed to render any elected or appointed official or employee of the City, or their successors in office, personally liable for any obligation under this Grant Agreement.

The Grantee shall indemnify, defend (with counsel acceptable to the City, whose acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, agents, employees, and representatives from and against any and all claims, suits, actions, liabilities, losses, damages, costs and expenses (including attorney's fees and expert's fees) of any nature arising from or in connection with any act or omission resulting in any way from the performance of Grantee, its agents, officers, employees, contractors, or subcontractors under this Agreement.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

11. Community Preservation Act Awareness. Upon commencement of the Project, and when required by the CPC or its Project Liaison, the Grantee agrees to post a sign stating that the Project was funded through the City of Somerville's Community Preservation Act program. A temporary sign may be used during construction, but a permanent sign, plaque, or similar marker is ultimately required upon



completion of construction. Payment, design, and location of the sign will be agreed upon by the Grantee and the Project Liaison. The Grantee shall also identify that the Project was funded through the City of Somerville's Community Preservation Act program in its written materials about the Project, including press releases, brochures, etc.

12. No Assignment. This Grant Agreement may not be assigned by the Grantee without prior written agreement by the City of Somerville.
  
13. Default and Termination. In the event of any dispute, claim, question or disagreement arising from or relating to this Grant Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach an equitable solution satisfactory to both parties. If the parties are unable to reach such a solution and the CPC alleges that the Grantee has failed to fulfill its material obligations set forth under the terms of this Grant Agreement and is in breach, the CPC shall deliver written notice to the Grantee indicating such. Upon the Grantee's receipt of said notice, the Grantee shall immediately cease to incur any additional expenses in connection with this Grant Agreement, and the Grantee shall have ninety days, or a reasonable time as agreed by the parties, to cure the breach. In the event the Grantee requires further time to correct the breach and demonstrates a good faith effort to do so, the Grantee and the CPC may extend the time to correct in writing by mutual agreement. If the Grantee fails to correct the breach, the CPC shall have the right, in its sole discretion, to terminate this Grant Agreement upon reasonable written notice to the Grantee. Notwithstanding the foregoing, upon immediate notification to the CPC, the Grantee shall not be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond its control and without its fault or negligence.
  
14. Return of Funds.
  - a. Upon completion of the Project, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof.
  
  - b. If the City determines that funds have been spent on purposes not included in the Grantee's application for CPA funds or otherwise not authorized by the CPC or under the CPA, the Grantee shall be liable to repay these funds to the City.
  
  - c. In the event this Grant Agreement is terminated pursuant to the provisions of Section 13 hereof, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof.
  
  - d. If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Grantee, the Grantee shall be liable to repay to the City the entire amount of funding provided under this Agreement, and the City shall take such steps as are necessary, including legal action, to recover said funds.

- e. In the event the City is required to take legal action under this Grant Agreement, the Grantee shall be liable for all of the City's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.
- f. All returned funds shall be deposited into the CPA Fund and shall be made available for future grants to other recipients.

15. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered in hand or mailed by certified mail, return receipt requested, or by other reputable delivery service to the parties hereto at the following address:

If to the Grantee:            Contact information specified on the face of this Grant Agreement

If to the CPC:            CPA Manager  
Somerville City Hall  
93 Highland Ave.  
Somerville, MA 02143

16. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby.
17. Governing Law. This Agreement constitutes the entire agreement between the parties hereto and may be amended only in writing executed by both the City of Somerville and the Grantee. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the Grantee.