



SMART GROWTH AND REGIONAL COLLABORATION

**AGREEMENT BETWEEN THE METROPOLITAN AREA PLANNING COUNCIL  
AND**

City of Somerville/Council on Aging

**FOR THE DISBURSEMENT AND USE OF  
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 Somerville Council on Aging with its principal office located at 167 Holland Street Somerville, MA 02144 (“Grantee”).

Recitals

WHEREAS, MAPC through its partnership with Massachusetts Development Finance Agency (“MassDevelopment”), conducted a Notice of Grant 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; and

WHEREAS, Grantee submitted a Grant Application in response to MAPC’s Notice of Grant 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 payments in two tranches; each payment in the amount of \$ 42,500 to the Grantee in accordance with the services identified and described in the Grantee’s Grant Application, which terms are annexed and incorporated herein. The first tranche of funds shall be equal to one-half of the MAPC funding approval. The second tranche of funds shall be contingent of the Grantee having successfully expended 80% of the initial tranche of funds within four months of its payment to the Grantee. MAPC retains the discretion to either delay, reduce or deny allocating the second tranche of funding. 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 March 31, 2022.
- 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



SMART GROWTH AND REGIONAL COLLABORATION

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.

4. **Change in Scope or Service Provider:** Grantee agrees that if it determines that would like to implement a change in the scope or type of services identified in its approved application, or add or exchange any Service Provider, it must first obtain the written approval of MAPC in advance of any changes. MAPC will require the Grantee to execute a No Cost Amendment to this Agreement to alter any services or Service Providers.
5. **Debarment:** 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.
6. **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.
7. **Assignment:** This Agreement is non-assignable by either party.
8. **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.
9. **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.
10. **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.



SMART GROWTH AND REGIONAL COLLABORATION

**11. 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.

**12. 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.

**13. Funding Term:** Notwithstanding any other terms of this Agreement, grant funds must be expended by December 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: Marc Draisen  
(Print)

Date: March 17, 2021

Title: Executive Director

Signature:  Marc Draisen  
DocuSigned by:  
FF49EB7F2FF4401...

For: City of Somerville

Name: Joseph Curtatone  
(Print)

Date: 3-2-2021, 2021

Title: Mayor

Signature: 

# Taxicab, Livery, and Hackney Transportation Partnership Grants Application

The Metropolitan Area Planning Council (MAPC), in partnership with MassDevelopment, has developed this state-wide grant program to provide funding for state and municipal agencies that coordinate transportation services, regional transit authorities (RTAs), eligible non-profits, and Health and Human Services (HHS) providers to contract with taxicab, livery, or hackney businesses for transportation and delivery needs.

The grant program will support new public transportation and non-emergency medical transportation (NEMT) initiatives that can be served by taxi, livery, or hackney businesses. The grant funds are made available by this Notice of Grant Opportunity (NGO) to eligible parties statewide with a requirement that 95% of the funds be passed through to the taxi, livery, or hackney businesses themselves in the form of reimbursements based on successful completion of project milestones. The grant awardees may be allowed up to five percent of their grant request for documented new administrative expenses associated with overseeing the grant. Individual grant awards will not exceed \$250,000.

This grant is being funded through a portion of the MassDevelopment Transportation Infrastructure Enhancement Fund (TIEF) collected from calendar years 2017, 2018, and 2019. The purpose of the fund is to provide financial assistance to businesses operating in the taxicab, livery, or hackney industries to encourage the adoption of new technologies and advanced service, safety and operational capabilities and support workforce development. All such services will be provided by taxi, livery, or hackney drivers, consistent with statutory requirements of TIEF. Grants will be issued to expand transportation service capacity through contracts with licensed and non-debarred taxi, hackney, or livery businesses only. **Recipients of the Urgent grant program are eligible to apply for the grant opportunity.** Under the TIEF statutory requirements, **neither Transportation Network Companies (TNCs) nor ambulance operations are eligible for consideration under this grant program.**

Specifically, the grant program goals include:

- Increasing availability of wheelchair-accessible vehicles (WAVs).
- Encouraging and supporting racial equity and diversity in the taxi and livery industry.
- Providing service in transit-isolated areas.
- Providing first mile/last mile connections to/from public transit stations.
- Supporting RTA, municipal, or health agency transportation operations.
- Improving non-emergency medical transportation (NEMT) services.
- Meeting other transportation needs of cities, towns, and non-profit organizations.

This grant program is not prescriptive about the specific populations or types of trips that can be used with this grant funding, however we encourage grant applicants to prioritize vulnerable populations and trips that help address the current COVID-19 emergency in the Commonwealth.

All grant awardees shall follow and require that drivers follow the Center For Disease Control guidance document "What Ride Share, Taxi, Limo, and Other Passenger Drivers – For-Hire Need to Know About COVID-19". The current version of the Guidance is attached to this Application Form and it can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/rideshare-drivers-for-hire.html>

**Please note that this CDC Guidance document may be updated. It will be the grantees' responsibility to ensure that they are following the most updated guidance.**

**Please note that this grant should supplement, not replace, other emergency funds, including FEMA funds. If your municipality or agency secures FEMA or other emergency funding sources specifically to cover the costs of these trips, reimbursement of these MassDevelopment grant funds is expected.**

Questions about this application should be directed to Travis Pollack at [tpollack@mapc.org](mailto:tpollack@mapc.org) or Marah Holland at [mholland@mapc.org](mailto:mholland@mapc.org).

**Please read the full instructions, the Notice of Grant Opportunity, and any addenda or the FAQs before beginning this application. Please visit this [page](#) for updates on this grant program and [here](#) for updates on this Notice of Grant Opportunity.**

