**Agreement Between The City of Boston**

**and**

**XX**

**for**

**Community Development Block Grant**

**Small Business Relief Fund**

This AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2020 by and between The City of Boston (herein called the “City”) and \_\_\_\_\_\_\_\_\_\_\_ (herein called the “Business”).

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the City wishes to provide the Business with funding to mitigate adverse impacts to its business as a result of the COVID-19 pandemic;

NOW, THEREFORE, it is agreed between the parties hereto that:

**I. Statement of Work**

The City shall provide Community Development Block Grant Fund (“CDBG”) assistance to the Business in the amount of $XX,XXX for the purpose of mitigating the adverse effects to its business as a result of the COVID-19 pandemic, whether caused directly or indirectly by the state of emergency initiated on March 10, 2020 by the Governor of Massachusetts, or public safety measures initiated related thereto. No formal commitment shall be made, nor any costs incurred prior to the completion of a proper environmental review and execution of a written agreement.

**Description of Small Business Relief Grant:** The Small Business Relief Grant shall be used as working capital, including rent, payroll, inventory and X.

**Time for Performance:**  [Project initiation and completion dates.]

**Budget for Small Business Relief Grant:**

|  |  |
| --- | --- |
| **Budget Line Item** | **Source: CDBG** |
| Item #1 |  |
| Item #2 |  |
| Item #3 |  |
| Item #4 |  |
| Item #5 |  |
| **Total** |  |

The Business shall be responsible for administering a CDBG Small Business Relief Grant in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will benefit low- and moderate-income persons pursuant to the [choose Limited Income (LMI/Microenterprise) or Low/Moderate Income Area (LMA)] National Objective.

**Method of Payment and Documentation of Eligible Expenses:**  The Business shall be paid in full within X days of execution of this Grant Agreement, provided, however, that the Business shall provide proof of payment and supporting documentation of eligible expenses/invoices for items detailed in the aforementioned approved scope of work within 7 days of such payment. Supporting documentation shall include, but not be limited to images of canceled checks/bank statements, copies of payroll, receipts for rent/inventory,

**II. Subrogation**

In consideration of Business’ receipt of funds from the City, Business hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Business under this Agreement and that are determined in the sole discretion of the City to be a duplication of benefits (“DOB”).

Upon receiving any DOB proceeds, Business agrees to immediately notify the City*.* If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

**III. Religious Activities**

The Business agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j)), such as worship, religious instruction, or proselytization.

**IV. Severability**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**V. Section Headings and Subheadings**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. Waiver**

The City’s failure to act with respect to a breach by the Business does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. Amendment**

A formal amendment shall be required in the event that there is a material change to a budget line item for the subject of this Agreement. A material change shall be defined as a change of ten percent (10%) or more to any budget line item. A formal amendment shall be required in the event that there is any change to the scope or timeline for this agreement.

**IX. Entire Agreement**

This agreement constitutes the entire agreement between the City and the Business for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Business with respect to this Agreement.

**X. Governing Law**

This Agreement is being executed and delivered in the State of Massachusetts and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said State.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**City of Boston Office of Economic Development**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

John Barros, Chief

Date:

**[Business]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

XXXX

Date: