

Grant Assistance Agreement for American Rescue Plan Act Funding through the City of Salem

The Agreement for Grant Assistance (hereinafter called the "Agreement") between the City of Salem, MA (hereinafter called the "Grantee" or the "City") and [NAME OF ORGANIZATION] (hereinafter called the "Recipient") through the City of Salem Office of Recovery are set forth herein.

WHEREAS, the Grantee has applied for and funds from the City of Salem **Nonprofit Equity Grant Program** provided under the American Rescue Plan Act (ARPA); and

WHEREAS, the Grantee wishes to provide grant funds to assist the Recipient advance the goals of the Act, as well as the response and recovery goals of the City of Salem; and

WHEREAS, the Grantee has developed this grant program that meets the criteria of ARPA and that fit with these goals; and

WHEREAS, the Grantee has reviewed and approved the application of the Recipient and determined that the application meets or exceeds these goals and requirements.

NOW, THEREFORE, by accepting the funds from the Grantee, the Recipient agrees that:

I. SCOPE OF SERVICE

The Recipient will be responsible for the use of grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Recipients shall be required to maintain adequate records of all expenditures made from grant proceeds and make such records available to the Grantee for inspection at the Grantee's request.

II. TIME OF PERFORMANCE

Recipient shall complete all work being funded under the program by December 31, 2026.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this grant award shall not exceed [AMOUNT]. The Recipient shall be required to submit to the City a detailed total expenditure estimate prior to the approval of their application.

IV. SPECIAL TERMS & CONDITIONS

Grant Program: City of Salem Nonprofit Equity Grant Program

Program Purpose: Financial support for to local nonprofit organizations and agencies that provide support and services for historically underserved and underrepresented communities. Eligible entities include, but are not limited to immigrant support organizations, organizations for the advocacy and awareness of underserved and underrepresented communities.

Grantee Representatives: **Dave Rodrigues; Director, Recovery Strategy and Initiatives, City of Salem**
Email: [drodrigues@salem.com](mailto:d Rodrigues@salem.com)

Regina Zaragoza Frey, Director of Diversity, Equity, and Inclusion, City of Salem
Email: rzaragoza@salem.com

The Recipient agrees to comply with the requirements of the provisions of the American Rescue Plan Act and the guidelines of the grant program as established by the City of Salem.

The funds shall only be used for the purposes outlined in the program guidelines, application, and/or program purpose as established by the City of Salem; the use of grant funds for the payment of local, state, or federal taxes, permits, and license fees owed, or repayment of any previous federal or local grants/loans owed is expressly prohibited.

V. SPECIAL PROGRAM CONDITIONS

A. Eligible Entities

Non-profit organizations, agencies, or entities that provide support and services for historically underserved and underrepresented communities. For the purposes of this grant program “non-profit” is defined as an entity that has been determined to be tax-exempt under sections 501(c)(3) or 501(c)(19) of the Internal Revenue Code.

B. Eligible Costs; Restrictions

Eligible costs include, but are not limited to outreach, communications, transportation, programmatic and event support, technical support, legal services, materials, and similar needs in order for the Recipient to provide support and services for historically underserved and underrepresented communities.

The City of Salem expressly reserves the right to deny any costs that are determined, in the City’s sole discretion, to be ineligible or inconsistent with the Program Purpose. The City of Salem further reserves the right to reduce the amount of funding requested at their discretion to conform with the Program Purpose, the requirements of the American Rescue Plan Act, or to maximize program implementation.

C. Post-Disbursement Reporting

Recipients shall be required to submit a Post-Disbursement Report to the City of Salem no later than six (6) months following the disbursement of funds.

The Post-Disbursement Report shall include: (1) a detailed accounting of how grant proceeds were utilized by the Recipient; (2) a description of the effect that the grant had on the organization and the residents of the City of Salem; (3) a detailed accounting of any unspent funds; and (4) a detailed plan of how any unspent funds will be utilized in the future.

D. Use of ARPA Funds in Combination with Other Funding Sources

To the greatest extent possible, the Recipient shall seek and utilize other sources of funding for eligible activities, including but not limited to other programs currently offered or will be offered by federal government agencies, the Commonwealth of Massachusetts, and/or the City of Salem.

VI. GENERAL CONDITIONS

A. General Compliance

The Recipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement, including, but not limited to, the prohibition against conflicts of interest contained in Chapter 268A of the Mass. General Laws; Recipient further agrees to comply with any and all requests from the City of Salem for data related to the grant award and its uses for the purposes of American Rescue Plan Act reporting as determined by the most-recent United States Treasury requirements.

B. Independent Contractor

Nothing contained in this award is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance to the Recipient for any services rendered or payments made using grant funds.

C. No Rights for Third Parties

This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person other than the parties to the Agreement. Grantee is not obligated or liable to anyone other than the Recipient.

D. Hold Harmless

The Recipient shall hold harmless, defend, and indemnify the Grantee, and any of its employees, officers, or agents, from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Recipient's use of grant funds.

E. Amendments

Grantee may, in its discretion, amend this award to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this award, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

F. Suspension or Termination

Suspension or termination may occur if the Recipient materially fails to comply with any term of the award, at the Grantee's sole discretion. In the event of termination for material failure to comply, the Grantee may declare the Recipient ineligible for any further participation in grant programs offered by the City of Salem, in addition to other remedies as allowed by law, including but not limited to, the return of any and all funds provided to the Recipient as described in the award letter.

In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold grant funds until such time as the Recipient is found to be in compliance by the Grantee.

VII. ADMINISTRATIVE REQUIREMENTS

A. General

1. Retention

The Recipient shall retain all records pertinent to expenditures incurred under this award for a period of four (4) years after the termination of all activities funded under this award, or after the resolution of any Federal audit findings, whichever occurs later.

2. Close-Outs

Recipient obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee), and determining the custodianship of records.

3. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required as part of the grant program and described within this document and associated program documentation. Substandard performance as determined at the sole discretion of the Grantee will constitute material failure to comply.

If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, the award will be terminated or suspended after notice to the Recipient.

4. Audits & Inspections

All Recipient records with respect to any matters covered by this award shall be made available to the Grantee, grantor agency, their designees, or the Federal Government, at any time during normal business hours, as often as the Grantee or

grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this award.

B. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this award without the prior written consent of the Grantee.

2. Prohibition on Political Activity

The Recipient shall use the funds provided herein only for the purposes described in the Recipient's application and may not be used to fund any partisan political activity.

Acceptance of Grant

By signing below, I am certifying that I am authorized to accept this grant on behalf of the organization and/or entity named below. I agree and accept the terms and conditions of this grant award outlined herein, on this:

_____ day of _____, 2022.

BY: _____

TITLE: _____

ORGANIZATION: _____