



EXECUTIVE DEPARTMENT
JOHN H. CORCORAN
City Manager

CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 876-6800

May 7, 1973

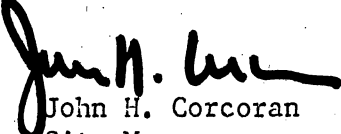
To the Honorable, the City Council:

Under date of November 6, 1972, your Honorable Body authorized the City to apply for a Neighborhood Facilities Grant under Section 703 for Sullivan Post and the Margaret Fuller House.

We have now been advised by the Department of Housing and Urban Development that in order to finalize the necessary documents in connection with this program, it will be necessary for your Honorable Body to adopt the enclosed resolution which authorizes the City Manager to enter into a contract with HUD for this Neighborhood Facilities Grant project.

I enclose at this time a Proposed Resolution and respectfully request your favorable action.

Very truly yours,


John H. Corcoran
City Manager

JHC/b

done

F-126

RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION
OF A PROPOSED CONTRACT FOR A NEIGHBORHOOD FACILITIES
GRANT PROJECT UNDER SECTION 703 OF THE HOUSING AND
URBAN DEVELOPMENT ACT OF 1965, AS AMENDED, NUMBERED
CONTRACT NO. B-1, 074, BY AND BETWEEN THE CITY OF
CAMBRIDGE, MASSACHUSETTS AND THE UNITED STATES OF
AMERICA

WHEREAS, the United States of America (herein called the "Government") has tendered to the City of Cambridge (herein called the "Grantee") a proposed Contract for a Neighborhood Facilities Grant Project under Section 703 of the Housing and Urban Development Act of 1965, as amended, under which the Government would make an advance of Federal funds to the Grantee with respect to the Project designated Project No. NFP-MA-01-06-1006 at the location described in such proposed Contract; and

WHEREAS, the Grantee has given due consideration to said proposed Contract;

BE IT RESOLVED BY the City Council of the City of Cambridge as follows:

Section 1. The proposed Contract for Neighborhood Facilities Grant under Section 703 of the Housing and Urban Development Act of 1965, as amended, designated Contract No. B-1, 074, consisting of Parts I and under and subject to the terms and conditions of which the Government would make a grant of Federal funds to the Grantee to aid in financing the cost of the project designated Project No. NFP-MA-01-06-1006, situated in the City of Cambridge, Massachusetts, is hereby in all respects approved.

Section 2. The City Manager of the Grantee is hereby authorized and directed to execute said proposed Contract in two counterparts on behalf of the Grantee, and the City Clerk is hereby authorized and directed to impress and attest the official seal of the Grantee on each such counterpart and to forward such counterparts to the Department of Housing and Urban Development for execution on behalf of the Government, together with other documents relative to the approval and execution thereof as well as to this Resolution as may be required by the Government.

Section 3. The City Manager is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as grant funds are required, requesting payments to be made on account of the grant provided for in said Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

Section 4. This Resolution shall take effect immediately.

In City Council May 7, 1973

Adopted by yea and nay Vote

Yeas 8 Nays 0 Absent 1

Paul E. Hooley
CITY CLERK City Clerk

NEIGHBORHOOD FACILITIES GRANT CONTRACT

PART II

TERMS AND CONDITIONS

CONTENTS

ARTICLE I - PROJECT DEVELOPMENT

Page

SEC. 101. GENERAL

(A) Accomplishment of Project	1
(B) Supervision and Inspection by Grantee	1
(C) Compliance with Regulations Pursuant to Civil Rights Act of 1964	1

SEC. 102. ADMINISTRATION

(A) Government Inspections of Project Work	1
(B) Books and Records	1
(C) Government Audits and Inspections of Books and Records and Other Documents	2
(D) Submission of Proceedings, Contracts, and Other Documents	2
(E) Expenses for Government Inspections and Representatives	2
(F) Concurrence of Government in Proposed Actions	2
(G) Safeguards Against Risk	2
(H) Project Signs	2

SEC. 103. LAND PROVISIONS

(A) Recordation	2
(B) Restrictions	3
(C) Fair Market Value	3

SEC. 104. BUDGETARY CONTROL AND ACCOUNTING RECORDS

(A) Establishment and Maintenance of Accounting Records	3
(B) The Project Budget	3
(C) Account in Approved Depository	3

SEC. 105. CONSTRUCTION PROVISIONS

(A) Contract and "Force Account" Work	3
(B) Competitive Bidding	3
(C) Certain Contractors Ineligible for Contract Awards	4
(D) Protection of Labor Standards	4
(E) Enforcement Obligation of Grantee	4

	<u>Page</u>
SEC. 106. EQUAL EMPLOYMENT OPPORTUNITY	
(A) Activities and Contracts Not Subject to Executive Order 11246	4
(B) Activities and Contracts Subject to Executive Order 11246	4
(C) Definition - Contract for Construction	5
(D) Enforcement Obligations of the Grantee	6

ARTICLE II - PAYMENT OF THE GRANT

SEC. 201. PAYMENT OF GRANT	
Conditions Prerequisite to Payment on Account of Grant	7
SEC. 202. ADVANCE OR PROGRESS PAYMENTS	7
SEC. 203. CERTIFICATE OF COMPLETION	7

ARTICLE III - REMEDIES UPON DEFAULT IN CARRYING OUT PROJECT

SEC. 301. TERMINATION OR SUSPENSION OF CONTRACT	8
---	---

ARTICLE IV - OPERATION OF THE NEIGHBORHOOD FACILITY

SEC. 401. USE AND CONTROL	
(A) General	9
(B) Fees and Charges	9
(C) Nondiscrimination	9
(D) Encumbrances, Taxes and Assessments	9
(E) Maintenance and Operation	9
SEC. 402. SUBMISSION OF DOCUMENTS	9
SEC. 403. SAFEGUARDS AGAINST RISK	10
SEC. 404. REMEDIES	10
SEC. 405. DESTRUCTION OR DAMAGE; EMINENT DOMAIN	10

ARTICLE V - MISCELLANEOUS PROVISIONS

SEC. 501. INTEREST OF PUBLIC OFFICIALS AND EMPLOYEES	11
SEC. 502. INTEREST OF CERTAIN FEDERAL OFFICIALS	11
SEC. 503. BONUS OR COMMISSION	11
SEC. 504. CLAIMS AGAINST GOVERNMENT BY THIRD PERSONS	11
SEC. 505. HOW CONTRACT AFFECTED BY PROVISIONS BEING HELD INVALID	11
SEC. 506. PROVISIONS CONCERNING CERTAIN WAIVERS	11
SEC. 507. USE OF CERTAIN TERMS	11

ARTICLE I - PROJECT DEVELOPMENT

SEC. 101. GENERAL

(A) Accomplishment of Project. -- The Grantee will carry out the Project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the Application, the provisions of this Contract, and all the provisions of applicable Federal, State and local law, and will likewise take all steps necessary to carry out its obligation with respect to the relocation of displaced persons in accordance with the Application and regulations of the Secretary. The Grantee will incorporate in each contract which is entered into by it with respect to the Project, such provisions and conditions as may be necessary to enable the Grantee to carry out the applicable provisions of this Contract. The Grantee will promptly provide or cause to be provided the non-Federal share of the Development Cost.

(B) Supervision and Inspection by Grantee. -- The Grantee will provide and maintain or cause to be provided and maintained, accordingly as may be appropriate, at all proper times, competent and adequate architectural, engineering, and other technical supervision and inspection of all work on the Project.

(C) Compliance with Regulations Pursuant to Civil Rights Act of 1964. -- The Grantee will carry out the Project in compliance with all requirements imposed by or pursuant to the regulations of the Secretary effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252).

SEC. 102. ADMINISTRATION

(A) Government Inspections of Project Work. -- The Government shall have the right to inspect, to the extent deemed necessary by the Secretary, all Project work. It will inform the Grantee of any noncompliances, with respect to such work, observed by the Secretary in the course of such inspections, but will not issue any orders or instructions to any contractors or subcontractors on such work. The Grantee will take all steps necessary (including the incorporation of appropriate provisions in all contracts for Project work) to assure that, for the purpose of this Contract, the Government is permitted to examine and inspect all Project work, and all materials, equipment, and employment conditions pertaining to such work.

(B) Books and Records. -- The Grantee will keep full and accurate books and records with respect to all matters covered by this Contract, including books and records which permit a speedy and effective audit and which will fully disclose:

- (1) Adequate title evidence in the form of title policies, Torrens certificates, abstracts, and attorney's opinions or other evidence satisfactory to the Secretary relating to the land or interests in land acquired by the Grantee as a part of this Project;
- (2) The amount and disposition of both Federal and non-Federal funds which are provided for the Project;
- (3) All items of cost chargeable or which are proposed to be charged to the total cost of the Project;
- (4) All Project work and undertakings and all contracts which are entered into by the Grantee pertaining thereto;
- (5) The families, individuals, business concerns, and nonprofit organizations which are displaced in the carrying out of the Project, the pertinent facts concerning their relocation, and the making of relocation payments therefor; and
- (6) All proceedings which are taken by the Grantee with respect to any of the preceding items in this Section.

(C) Government Audits and Inspections of Books and Records and Other Documents. -- The Grantee will, at any time during normal business hours, and as often as the Secretary or the Comptroller General of the United States may deem necessary, permit the Secretary and the Comptroller General to have full and free access to all of its books and records with respect to the matters covered by this Contract, including those set forth in subsection (B) of this Section, and will take all necessary steps (including the incorporation of appropriate provisions in all contracts for Project work) to assure that the Secretary and the Comptroller General are permitted to audit, examine, and make excerpts or transcripts from books and records with respect to matters covered by this Contract, and to review, inspect, and make audits of all contracts, invoices, payrolls, records of personnel, books of accounts, and other documentary data pertaining to such matters.

(D) Submission of Proceedings, Contracts, and Other Documents. -- The Grantee shall submit to the Government such data, reports, records, and documents relating to the carrying out of the Project as the Government may require.

(E) Expenses for Government Inspections and Representatives. -- The Grantee will compensate the Government for the latter's inspections and audits of the Project, and for the provision by the Government of its representatives at the site of the Project, by paying the Government a fixed fee therefor in the amount stated in Sec. 5 hereof or in any subsequent revision of that Section; *Provided*, That the Grantee shall be entitled to a refund of the fixed fee only if the Project is not undertaken and if the Grantee shall have paid the Government the fixed fee. The fixed fee shall be payable solely out of funds becoming available to the Grantee for its undertaking of the Project. The fixed fee shall be collected by set-off against the amount of the first advance or progress payment on account of the Project Grant paid to the Grantee after initial establishment of the fixed fee and after any subsequent revision of the amount of said fixed fee.

(F) Concurrence of Government in Proposed Actions. -- The Grantee shall not proceed with any proposed contract, or the acquisition of real property by eminent domain or otherwise, until it has obtained the prior concurrence of the Government, when such prior concurrence is required under the rules and regulations of the Government applicable to this Contract and the Grant payable hereunder.

(G) Safeguards Against Risk. -- During the course of the Project, the Grantee shall take adequate measures, in accordance with the rules and regulations of the Secretary, to safeguard against the following risks:

- (1) Damage to or destruction of the Neighborhood Facility;
- (2) Theft or other loss of grant funds or other funds necessary for the carrying out of the Project;
- (3) Injuries or death to employees of the Grantee, contractors and subcontractors and to any other persons;
- (4) Failure of contractors or subcontractors to complete their performance or to pay laborers and materialmen.

The rules and regulations issued from time to time by the Secretary will require the Grantee to provide for these risks by appropriate insurance policies and fidelity or surety bonds or other measures.

(H) Project Signs -- The Grantee will cause to be promptly prepared a sign, or signs, in form and substance satisfactory to the Secretary, identifying the Project and indicating the Government's participation. The Grantee will cause each sign to be erected and maintained at a conspicuous point on the Project site during the carrying out of the Project.

SEC. 103. LAND PROVISIONS

(A) Recordation. -- The Grantee shall cause to be duly recorded in accordance with applicable local law all instruments which are generally recorded in the jurisdiction in order to protect fully all of the Grantee's rights, titles and interests in and to any land acquired or used as a part of the Project.

(B) Restrictions. -- The Grantee shall take all reasonable steps to remove or abrogate, or to cause to be removed or abrogated, any and all provisions in any and all agreements, leases, conveyances, or other instruments restricting, upon the basis of race, religion, color, or national origin, the sale, lease, or occupancy of any land the Grantee acquires or uses as a part of the Project.

(C) Fair Market Value. -- The Grantee shall take all appropriate steps to assure that the consideration it pays for the land does not exceed fair market value at the time of acquisition. If the Secretary determines that the consideration paid by the Grantee is in excess of fair market value, for purposes of computing the amount of the Grant, the acquisition cost shall be reduced by the amount of the excess.

SEC. 104. BUDGETARY CONTROL AND ACCOUNTING RECORDS

(A) Establishment and Maintenance of Accounting Records. -- The Grantee shall establish for the Project, in conformity with uniform requirements established by the Secretary to facilitate the administration of the Project, separate accounts to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." The Grantee shall appropriately record in the Project Account all Grant payments received by it from the Government pursuant to this Contract and all other funds provided for, accruing to, or otherwise received on account of the Project, which Grant payments and other funds are hereinafter collectively referred to as "Project Funds." The Grantee shall charge to the Project Account all costs of the Project.

(B) The Project Budget. -- The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest approved budget for the Project. The budget may be revised from time to time, but no such budget or revision thereof shall be effective for the purposes hereof unless and until the Government shall have approved the same for said purposes: *Provided*, That the Grantee may incur costs or obligations for costs for Project activities covered by a line item of the budget up to, but not exceeding, such percentage as the Secretary may in his discretion specify in excess of the total amount specified for the said line item, if said costs or obligations do not result in overrunning the total amount specified in the budget for the Project.

(C) Account in Approved Depository. -- The Grantee will set up, and will maintain, in an approved depository such accounts as shall be prescribed by the rules and regulations of the Secretary for the deposit of all funds received on account of the grant payable hereunder and the additional funds required to be furnished by Grantee.

SEC. 105. CONSTRUCTION PROVISIONS

(A) Contract and "Force Account" Work. -- All installation, construction, reconstruction, demolition, removal, site improvement work, and all other similar work, of the Grantee, as a part of the Project involving amounts of more than \$1,000 will be done under written contracts let by it, except such of the aforementioned work as the Government may, upon the written request of the Grantee, consent, in writing, to be performed directly by the Grantee by utilization of its own employees. Any contract entered into by the Grantee for Project work shall be on a lump-sum or unit-price basis and not on a cost-plus basis.

(B) Competitive Bidding. -- The Grantee will give full opportunity for free, open, and competitive bidding for each contract to be let by it calling for installation, construction, reconstruction, demolition, removal, or site improvement work, or other similar work, as a part of the Project, or for the furnishing of any materials, supplies, or equipment for, or for use on, the Project; will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition; and the award of each such contract, when made, will be made by it as soon as practicable to the lowest responsible bidder: *Provided*, That in the selection of such materials, equipment, or supplies the Grantee may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evidenced and an appropriate provision for such action is included by it in the proposed contract documents upon which bids are invited, award a contract to a responsible bidder other than the lowest in price: *Provided further*, That if the estimated amount of the proposed contract is \$2,500 or less, or if the proposed contract covers only services to be donated to the Project by the

contractor, such contract may, except where contrary to the requirements of State or local law, be let by the Grantee without negotiation or competitive bidding and without observance of the other provisions of this subsection.

(C) Certain Contractors Ineligible for Contract Awards. -- The Grantee will not award any contract for work on the Project to any contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive such an award.

(D) Protection of Labor Standards. -- Before the Grantee receives bids or proposals for, or otherwise negotiates for, a proposed contract which calls for the performance of any work on the Project which will entail, for such work, the employment by the contractor or his subcontractors of laborers or mechanics, the Grantee shall include in the proposed contract documents appropriate wage schedules (include the applicable wage determination decision of the Secretary of Labor, United States Department of Labor) and the provisions embodied in the document entitled "Federal Labor Standards Provisions", attached hereto and marked HUD-3200 and which is made a part hereof. Such schedules, wage determination decisions, and other provisions, as included in such proposed contract documents, shall also be included in the contract documents as executed. The Grantee will include in each contract covered by the subsection an appropriate provision requiring the contractor to insert in each of his subcontracts which will entail the employment by such subcontractor of laborers or mechanics, as aforesaid, wage and other provisions which are consistent with such contractor's contract with the Grantee. Nothing in this Contract shall be construed to relieve the Grantee, or any of its contractors or subcontractors, of any obligation under State or local laws to pay higher wages or comply with stricter labor standards than are required by Federal law under this Contract.

(E) Enforcement Obligation of Grantee. -- The Grantee will assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the aforementioned Federal Labor Standards Provisions and with the rules, regulations, and relevant orders of the Secretary of Labor and will obtain and furnish to the Secretary and to the Secretary of Labor such information as they may require for the supervision of such compliance.

SEC. 106. EQUAL EMPLOYMENT OPPORTUNITY

(A) Activities and Contracts Not Subject to Executive Order 11246. -- In the carrying out of the Project, the Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee will incorporate the foregoing requirements of this subsection (A) in all of its contracts for Project work, except contracts governed by subsection (B) of this Section 106 and contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for Project work.

(B) Activities and Contracts Subject to Executive Order 11246. -- The Grantee will incorporate or cause to be incorporated into any contract for construction or modification thereof which is subject to Executive Order 11246, and the rules and regulations of the Secretary of Labor pursuant thereto, the following provisions, altered only to reflect the proper identity of the parties:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Grantee, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, pursuant thereto, and will permit access to his books, records, and accounts by the Grantee, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Grantee or the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That, in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantee or the Secretary of Housing and Urban Development, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Grantee further agrees that it will be bound by the above equal opportunity provisions in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

(C) Definition - Contract for Construction. -- As used in this Section 106, "contract for construction" means any contract or agreement for the demolition of structures or the provision, repair, or alteration of buildings and other improvements, as provided for in the Project.

(D) Enforcement Obligations of the Grantee. -- The Grantee will assist and cooperate actively with the Secretary of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the provisions set forth in subsection (B) of this Section 106 and with the rules, regulations, and relevant orders of the Secretary of Labor and will obtain and furnish to the Secretary of Housing and Urban Development and to the Secretary of Labor such information as they may require for the supervision of such compliance and will otherwise assist the Secretary of Housing and Urban Development in the discharge of the Department of Housing and Urban Development's primary responsibility for securing compliance. The Grantee will enforce the obligations of contractors and subcontractors under such provisions, rules, regulations, and orders and will carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the Secretary of Housing and Urban Development. The Grantee will refrain from entering into any contract subject to Executive Order 11246 or extension or other modification of such a contract with a contractor who has been debarred from, or who has not demonstrated his eligibility for, Government contracts and federally assisted construction contracts as provided in Executive Order 11246. In the event the Grantee fails and refuses to comply with its undertakings, the Grantee agrees that the Government (i) may cancel, terminate, or suspend this Contract in whole or in part, (ii) may refrain from extending any further assistance under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Grantee, or (iii) may refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE II - PAYMENT OF THE GRANT

SEC. 201. PAYMENT OF GRANT

Conditions Prerequisite to Payment on Account of Grant. - Notwithstanding any other provisions of this Contract, the Government may elect not to make a requested payment on account of the Project Grant, or the Relocation Grant:

- (A) If the Grantee shall have made to the Government any misrepresentation of a material nature in the Application, or any supplement thereto or amendment thereof, or in this Contract, or in or with respect to any document furnished therewith or pursuant hereto;
- (B) If there has been any conversion of the use of the Neighborhood Facility to uses not approved by the Government;
- (C) If there has been any material change in the carrying out of the Project in accordance with the Application approved by the Government without the prior consent of the Government;
- (D) If the Grantee shall have abandoned, or, before the completion thereof, terminated the Project;
- (E) If the Grantee shall then be in default with respect to any of the provisions of this Contract.

SEC. 202. ADVANCE OR PROGRESS PAYMENTS

Under or subject to such conditions as the Government may, in writing, specify, which are not inconsistent with applicable law, the Government may, in its discretion, make advance or progress payments to the Grantee on account of the Project Grant or the Relocation Grant, at such time or times prior to the completion of the Project and the final determination of the total cost thereof as, in view of the status of the Project and the matters relative thereto, the Government may deem appropriate, but no such advance or progress payment will be made unless and until the Grantee shall have filed its written request with the Government for such advance or progress payment on such forms as the Government may prescribe: *Provided*, That the Grantee is not in default on any of the terms of this Contract.

SEC. 203. CERTIFICATE OF COMPLETION

Promptly after all Project work has been completed, the Grantee shall prepare and submit to the Secretary a Certificate of Completion showing that the Project has been fully completed in accordance with the Contract, and such other facts and assurances that the Secretary may from time to time require evidencing completion of the Project, the payment of costs, the discharge or release of liens, and other pertinent considerations. The Secretary may also require evidence that the Grantee has provided furnishings and movable equipment necessary to the full use and operation of the Neighborhood Facility. Upon the Secretary's approval of the Certificate of Completion, final settlement and payment of the Project Grant and Relocation Grant shall be made by the Government on the basis of such approved Certificate.

ARTICLE III – REMEDIES UPON DEFAULT IN CARRYING OUT PROJECT

SEC. 301. TERMINATION OR SUSPENSION OF CONTRACT

The Government may suspend or terminate this Contract at its discretion upon the happening of any of the following:

- (A) Abandonment of the Project or an unreasonable delay by Grantee in completing it;
- (B) The making of any misrepresentation by the Grantee in its Application or in the furnishing of any information to the Government;
- (C) The violation of any of the terms or conditions of this Contract; or
- (D) Any event which renders the accomplishment of the Project by the Grantee or the operation of the Neighborhood Facility pursuant to Article IV hereof impossible, improbable, infeasible, or illegal.

Upon suspension or termination of the Contract, the Government shall, to the fullest extent permissible by law, have, as a matter of contract, the following rights and remedies:

- (A) The right to terminate any further payments on account of the Project Grant and the Relocation Grant;
- (B) The right to maintain any and all actions at law and suits in equity or other proper proceedings to enforce the curing or remedying of any defaults or breaches of agreements mentioned in this Section.

In addition, upon termination of the Contract, the Government shall have the right to obtain a refund in full of the amount of the Project Grant and Relocation Grant already disbursed.

ARTICLE IV - OPERATION OF THE NEIGHBORHOOD FACILITY

The provisions of this Article, except where otherwise stated, are applicable for a period of 20 years after the completion of the Project.

SEC. 401. USE AND CONTROL

(A) General. - The Neighborhood Facility shall be used for the carrying out of a program of health, recreational, social or similar community services in accordance with this Contract and the Application. No change in the use of the Neighborhood Facility to a use other than that contemplated under this Contract and the Application shall be made by the Grantee, without the prior consent of the Government. Such consent, if given, shall be based upon the finding by the Government that the proposed conversion is in accordance with the current program of health, recreational, social or similar community services in the area and is consistent with comprehensive planning for the development of the community. The Grantee shall not enter into any lease or agreement transferring to any other entity the control or supervision of the Neighborhood Facility without the prior concurrence of the Secretary.

(B) Fees and Charges. - No fees or charges will be made for the services and benefits of the Neighborhood Facility except in accordance with the regulations of the Secretary.

(C) Nondiscrimination. - The Grantee will operate the Neighborhood Facility and conduct, or secure the conduct of, all programs carried out in the Facility in compliance with all requirements imposed by or pursuant to regulations of the Secretary effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 252). The Grantee will not, on the basis of race, creed, color or national origin, deny to any person the use, benefits, or services provided by the Neighborhood Facility, nor provide any facilities, services, or benefits to a person which are different or are provided in a different manner from those provided to others under the same program or activity. The Grantee will not adopt rules, regulations, or practices for the operation of the Neighborhood Facility which are discriminatory in nature. Grantee further agrees that it will not enter into any lease or other agreement respecting the Neighborhood Facility without incorporating into such lease or agreement provisions which will insure that the use and occupancy, and the provision of neighborhood services and other benefits will be available without regard to race, creed, color, or national origin. The provisions of this section 401(C) have no termination date and shall be effective so long as the premises are used as a Neighborhood Facility.

(D) Encumbrances; Taxes and Assessments. - The Grantee shall not voluntarily create, cause, or allow to be created any debt, lien, mortgage, charge, or encumbrance against the Neighborhood Facility which in any way will impair or otherwise adversely affect the preservation of said Facility for the use or uses set out in this Section 401 of this Contract. The Grantee shall from time to time duly pay and discharge, or cause to be paid and discharged when the same become due, all taxes, assessments, and other governmental charges which are lawfully imposed upon the Neighborhood Facility and which if unpaid may by law become a lien or charge upon said Facility and thereby impair or otherwise adversely affect the holding of said Facility for the use or uses set out in this Section 401 of this Contract.

(E) Maintenance and Operation. - The Grantee shall at all times keep the Neighborhood Facility in good and safe condition and repair and in the occupancy, maintenance, and operation thereof shall comply with all laws, ordinances, codes and regulations applicable thereto. The Grantee shall not permit, commit, or suffer waste or impairment of the land described in subsection (C) of Section 2 hereof or of the Neighborhood Facility, or any part thereof.

SEC. 402. SUBMISSION OF DOCUMENTS

The Grantee shall submit to the Secretary such data, reports, records, and documents relating to the operation of the Neighborhood Facility as the Government may require in order to permit the Secretary to determine whether the operation of the Neighborhood Facility is in accordance with this Contract and the rules and regulations of the Secretary.

SEC. 403. SAFEGUARDS AGAINST RISK

The Grantee shall provide adequate measures, in accordance with the rules and regulations of the Secretary, to safeguard the Neighborhood Facility against damage and destruction and against liability flowing from injury or death to persons. These rules and regulations will require the Grantee to provide for these risks by appropriate insurance policies in adequate amounts or, with the approval of the Secretary, take such other measures to provide adequate safeguards.

SEC. 404. REMEDIES

If the Grantee violates any of the provisions of this Article IV, the Government shall have the right to declare a default under this Contract, effective upon 30 days' notice thereof to the Grantee. Upon default, the Government shall, to the fullest extent permitted by law, have, as a matter of contract, the following rights and remedies:

- (1) The right to obtain a refund from the Grantee of the full amount of the Project Grant and Relocation Grant;
- (2) The right to a writ of mandamus or an injunction or other similar relief against the Grantee to secure compliance with the provisions of this Article IV;
- (3) Such other actions at law, suits in equity, or other proceedings as may be appropriate.

SEC. 405. DESTRUCTION OR DAMAGE; EMINENT DOMAIN

If the Neighborhood Facility is destroyed or damaged by fire or other casualty so as to render it unusable, or if the Facility is taken by the exercise of eminent domain, the Government may elect to require repayment of the Project Grant in whole or in part as may be appropriate.

ARTICLE V - MISCELLANEOUS PROVISIONS

SEC. 501. INTEREST OF PUBLIC OFFICIALS AND EMPLOYEES

No officer, employee, or member of the governing body of the Grantee, no other public official of the locality in which the Project will be carried out, and no employee, officer, or director of any participating nonprofit organization, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Project, shall have any financial interest, direct or indirect, in this Contract, or in any contract or undertaking in connection with carrying out the Project or in connection with the use and operation of the Neighborhood Facility.

SEC. 502. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit arising herefrom.

SEC. 503. BONUS OR COMMISSION

The Grantee will not pay any bonus or commission for the purpose of obtaining approval of the Application, or any other approval by the Government which may be necessary under this Contract.

SEC. 504. CLAIMS AGAINST GOVERNMENT BY THIRD PERSONS

Nothing contained in this Contract shall create or justify any claim against the Government by any third person as a result of contracts executed by the Grantee or any other actions of the Grantee in carrying out the Project or in the use and operation of the Neighborhood Facility.

SEC. 505. HOW CONTRACT AFFECTED BY PROVISIONS BEING HELD INVALID

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

SEC. 506. PROVISIONS CONCERNING CERTAIN WAIVERS

Subject to applicable Federal law, any right or remedy which the Government may have under this Contract may be waived in writing by the Government by a formal waiver and either with or without the execution of an amendatory or supplementary agreement, if, in the judgment of the Government, this Contract, as so modified, will still conform to the provisions and requirements of applicable laws.

SEC. 507. USE OF CERTAIN TERMS

Except where the context clearly indicates otherwise, the following terms, as used in this Contract, shall have the following meanings:

(A) The term "Application" means that written application for the Federal grant by the Grantee, including any revisions thereto, together with all explanatory, supporting, or supplementary documents filed therewith, as approved by the Government.

(B) The term "land," whether capitalized or not, is used in its broadest accepted legal sense and, without limiting the generality of such meaning of the term, means any real property, including improved or unimproved land.

(C) The term "rules and regulations of the Secretary" includes all written policy issuances of the Secretary, regardless of whether they are published as formal regulations.

(D) The term "Secretary" means the Secretary of Housing and Urban Development, or the person authorized to act on his behalf.

RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION
OF A PROPOSED CONTRACT FOR A NEIGHBORHOOD FACILITIES
GRANT PROJECT UNDER SECTION 703 OF THE HOUSING AND
URBAN DEVELOPMENT ACT OF 1965, AS AMENDED, NUMBERED
CONTRACT NO. B-1, 074, BY AND BETWEEN THE CITY OF
CAMBRIDGE, MASSACHUSETTS AND THE UNITED STATES OF
AMERICA

WHEREAS, the United States of America (herein called the "Government") has tendered to the City of Cambridge (herein called the "Grantee") a proposed Contract for a Neighborhood Facilities Grant Project under Section 703 of the Housing and Urban Development Act of 1965, as amended, under which the Government would make an advance of Federal funds to the Grantee with respect to the Project designated Project No. NFP-MA-01-06-1006 at the location described in such proposed Contract; and

WHEREAS, the Grantee has given due consideration to said proposed Contract;

BE IT RESOLVED BY the City Council of the City of Cambridge as follows:

Section 1. The proposed Contract for Neighborhood Facilities Grant under Section 703 of the Housing and Urban Development Act of 1965, as amended, designated Contract No. B-1, 074, consisting of Parts I and under and subject to the terms and conditions of which the Government would make a grant of Federal funds to the Grantee to aid in financing the cost of the project designated Project No. NFP-MA-01-06-1006, situated in the City of Cambridge, Massachusetts, is hereby in all respects approved.

Section 2. The City Manager of the Grantee is hereby authorized and directed to execute said proposed Contract in two counterparts on behalf of the Grantee, and the City Clerk is hereby authorized and directed to impress and attest the official seal of the Grantee on each such counterpart and to forward such counterparts to the Department of Housing and Urban Development for execution on behalf of the Government, together with other documents relative to the approval and execution thereof as well as to this Resolution as may be required by the Government.

Section 3. The City Manager is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as grant funds are required, requesting payments to be made on account of the grant provided for in said Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

Section 4. This Resolution shall take effect immediately.

U. S. Department of Housing and Urban Development

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND UREAN DEVELOPMENT

NEIGHBORHOOD FACILITIES GRANT CONTRACT

PART I

Project No. NEP MA 01 06 1006

Contract No. B-1,074

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions (Form HUD-3192b, dated 12-66) forming Part II hereof (which Parts, together, are herein called the "Contract"), entered into on the date herein below set out, by and between City of Cambridge (herein called the "Grantee") and the United States of America (herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows:

SEC. 1. PURPOSE OF CONTRACT. -- The Grantee proposes to carry out a project (herein called the "Project") for the provision of a neighborhood facility in accordance with the Application. The purpose of this Contract is to provide for the extension by the Government to the Grantee of certain Federal financial assistance under Section 703 of the Housing and Urban Development Act of 1965 with respect to the Project and to state the terms and conditions upon which such assistance will be extended and the understandings of the parties hereto as to the manner in which the Project will be carried out and the manner in which the neighborhood facility will be operated.

SEC. 2. THE PROJECT. --

(A) The Project authorized under this Contract (designated Project No. NFP MA 01 05 1032), shall include all those activities and undertakings necessary to provide a multipurpose neighborhood facility (hereinafter referred to as the "Neighborhood Facility") as described in the Application and in conformity with applicable provisions of this Contract.

(B) The Neighborhood Facility will be located at 105 Windsor Street, Cambridge and 97 Cherry Street, Cambridge, Middlesex, Massachusetts

SEC. 3. THE PROJECT GRANT. -- The Government will make to the Grantee, for the Project, a grant (hereafter referred to as the "Project Grant") in an amount equal to the least of the following:

(A) Two-thirds ~~Two-thirds~~ of the development cost of the Project;

(B) The difference between the development cost of the Project and the noncash contributions to the Project provided by the Grantee;

(C) \$ 238,437.00

SEC. 4. RELOCATION GRANT. --

(A) The Government further agrees to increase the grant otherwise payable to the Grantee pursuant to the provisions of Section 3 hereof in an amount (hereafter referred to as the "Relocation Grant") equal to the relocation payments which are made by the Grantee in connection with the Project, in accordance with regulations prescribed by the Secretary: Provided, That the amount of such increase shall in no event exceed the sum of \$ None. The Grantee agrees to make relocation payments to or on behalf of eligible individuals, families, business concerns, and nonprofit organizations displaced as a result of the carrying out of the Project, in accordance with and to the full extent permitted by said regulations prescribed by the Secretary and within the budgetary limitations of this Contract.

(B) No part of the amount of the relocation payments provided for hereunder shall be included in computing the amount of the grant otherwise payable to the Grantee pursuant to the provisions of Section 3 hereof.

** Delete inapplicable phrase.

(c) The estimate of the aggregate cost of such relocation payments, although not included in the Development Cost of the Project, has been set forth in the approved budget referred to in Section 104(B) hereof, and the Grantee shall be subject to all the provisions and requirements of Section 104(B) hereof with respect to such estimate as though it were included in the Development Cost of the Project.

SEC. 5. AMOUNT TO BE COMPENSATED GOVERNMENT FOR ITS INSPECTIONS AND AUDITS. -- The amount which shall be compensated the Government by the Grantee pursuant to Section 102(E) hereof shall be Three Thousand Four Hundred and Thirty-Four Dollars
(\$3,434.00.).

SEC. 6. COUNTERPARTS OF THE CONTRACT. -- This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SEC. 7. CHANGES APPLICABLE TO PART II HEREOF. -- The following changes are hereby made in the attached Terms and Conditions designated Part II hereof: (Delete if inapplicable) - None

SEC. 8. SPECIAL CONDITIONS. -- (Delete if inapplicable and modify as appropriate) - None

Nonprofit Organization. -- It is the intention of the parties, pursuant to Section 703 of the Housing and Urban Development Act of 1965, that the Grantee will undertake the Project through a nonprofit organization approved by it and subject to the Grantee's continuing control for a period of twenty years after completion of the Project. Notwithstanding any other provision of this Contract, the Grantee shall enter into a contract with the Margaret Fuller Neighborhood House Board and Neighborhood Family Care Center a non profit corporation organized under the laws of Massachusetts, subject to the prior concurrence of the Secretary, whereby the Margaret Fuller Neighborhood House Board and Family Care Center agrees to carry out the Project and own and operate the Neighborhood Facility in accordance with the requirements imposed by this Contract and the Grantee and any other applicable rules and regulations of the Secretary.

IN WITNESS WHEREOF, the Grantee has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this _____ day of _____, 1973.

[SEAL]

CITY OF CAMBRIDGE

By James H. Luce
(Signature)

(Type or Print Name)

(Title)

ATTEST:

Joseph E. Connotton
Asst. City Clerk of Cambridge
(Title)

UNITED STATES OF AMERICA
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By _____
Director, Boston Area Office



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 876-6800

EXECUTIVE DEPARTMENT
JOHN H. CORCORAN
City Manager

May 7, 1973

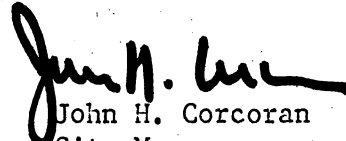
To the Honorable, the City Council:

Under date of November 6, 1972, your Honorable Body authorized the City to apply for a Neighborhood Facilities Grant under Section 703 for Sullivan Post and the Margaret Fuller House.

We have now been advised by the Department of Housing and Urban Development that in order to finalize the necessary documents in connection with this program, it will be necessary for your Honorable Body to adopt the enclosed resolution which authorizes the City Manager to enter into a contract with HUD for this Neighborhood Facilities Grant project.

I enclose at this time a Proposed Resolution and respectfully request your favorable action.

Very truly yours,


John H. Corcoran
City Manager

JHC/b

RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION
OF A PROPOSED CONTRACT FOR A NEIGHBORHOOD FACILITIES
GRANT PROJECT UNDER SECTION 703 OF THE HOUSING AND
URBAN DEVELOPMENT ACT OF 1965, AS AMENDED, NUMBERED
CONTRACT NO. B-1, 074, BY AND BETWEEN THE CITY OF
CAMBRIDGE, MASSACHUSETTS AND THE UNITED STATES OF
AMERICA

WHEREAS, the United States of America (herein called the "Government") has tendered to the City of Cambridge (herein called the "Grantee") a proposed Contract for a Neighborhood Facilities Grant Project under Section 703 of the Housing and Urban Development Act of 1965, as amended, under which the Government would make an advance of Federal funds to the Grantee with respect to the Project designated Project No. NFP-MA-01-06-1006 at the location described in such proposed Contract; and

WHEREAS, the Grantee has given due consideration to said proposed Contract;

BE IT RESOLVED BY the City Council of the City of Cambridge as follows:

Section 1. The proposed Contract for Neighborhood Facilities Grant under Section 703 of the Housing and Urban Development Act of 1965, as amended, designated Contract No. B-1, 074, consisting of Parts I and under and subject to the terms and conditions of which the Government would make a grant of Federal funds to the Grantee to aid in financing the cost of the project designated Project No. NFP-MA-01-06-1006, situated in the City of Cambridge, Massachusetts, is hereby in all respects approved.

Section 2. The City Manager of the Grantee is hereby authorized and directed to execute said proposed Contract in two counterparts on behalf of the Grantee, and the City Clerk is hereby authorized and directed to impress and attest the official seal of the Grantee on each such counterpart and to forward such counterparts to the Department of Housing and Urban Development for execution on behalf of the Government, together with other documents relative to the approval and execution thereof as well as to this Resolution as may be required by the Government.

Section 3. The City Manager is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as grant funds are required, requesting payments to be made on account of the grant provided for in said Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

Section 4. This Resolution shall take effect immediately.

In City Council May 7, 1973

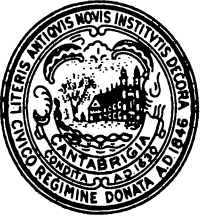
Adopted by yeas and nays

Yeas 8 Nays 0 Absent 1

Paul E. Hady
CITY CLERK City Clerk

Agenda #1
Neighborhood Facilities Grant

In City Council,
May 7, 1973



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 876-6800

EXECUTIVE DEPARTMENT
JOHN H. CORCORAN
City Manager

May 7, 1973

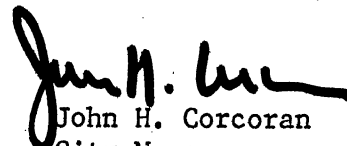
To the Honorable, the City Council:

Under date of November 6, 1972, your Honorable Body authorized the City to apply for a Neighborhood Facilities Grant under Section 703 for Sullivan Post and the Margaret Fuller House.

We have now been advised by the Department of Housing and Urban Development that in order to finalize the necessary documents in connection with this program, it will be necessary for your Honorable Body to adopt the enclosed resolution which authorizes the City Manager to enter into a contract with HUD for this Neighborhood Facilities Grant project.

I enclose at this time a Proposed Resolution and respectfully request your favorable action.

Very truly yours,


John H. Corcoran
City Manager

JHC/b

126

AGENDA #1

Comm. from John H. Coreoran,
City Manager requesting author-
ization to enter into a contract
with HUD.

In City Council,

May 7, 1973

A