



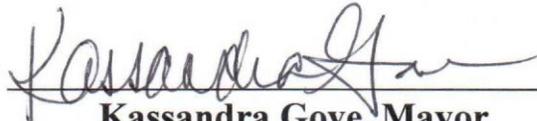
CITY OF AMESBURY  
IN THE YEAR TWO THOUSAND TWENTY

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AMESBURY CITY CLERK

SPONSORED BY:

  
Kassandra Gove, Mayor

**BILL No. 2020-116**

**An Order** to authorize the Mayor to accept and expend a Community Development Block Grant (CDBG-CV) to address impacts on Amesbury businesses due to the COVID-19 pandemic, and to enter into an inter-municipal agreement with the City of Newburyport to administer this grant.

**Summary:** This CDBG-CV grant of \$805,276 (\$800,000 requested amount plus \$5,276 other courses/in-kind) has been awarded jointly to the City of Amesbury and the City of Newburyport. The cities will enter into an inter-municipal agreement to jointly administer these grant funds, which will be used to create a Microenterprise Grant program to provide businesses with grants of up to \$10,000 to directly address the most pressing concerns related to the COVID-19 crisis as indicated in a business survey to include cash flow, paying rent/mortgage, and technical assistance.

Under MGL c 40 sec 4a, the City Councils of the City of Amesbury and the City of Newburyport must vote to accept this inter-municipal agreement.

**Be it Ordered by the City Council of the City of Amesbury assembled,  
and by the authority of the same as follows:**

That the City of Amesbury authorizes the Mayor to accept and expend a Community Development Block Grant (CDBG-CV) to address impacts on Amesbury businesses due to the COVID-19 pandemic, and to enter into an inter-municipal agreement with the City of Newburyport to administer this grant.

INTERMUNICIPAL AGREEMENT  
 BETWEEN THE CITIES OF  
 AMESBURY AND NEWBURYPORT

This Agreement is made and entered into this \_\_\_ day of \_\_\_, 2020, in accordance with the provisions of Massachusetts General Laws, Chapter 40, section 4A, by and between the City of Amesbury, acting by and through its Mayor and authorized by its City Council, and the City of Newburyport, acting by and through its Mayor and authorized by its City Council (collectively referred to as the “Cities”).

WHEREAS, the Cities applied jointly for a CDBG-CV grant through the Massachusetts Community Development Block Grant (“CDBG”) program funds to address impacts upon local businesses due to the COVID-19 pandemic; and

WHEREAS, it is the intent of the Cities to utilize the grant funds to create a Microenterprise Grant Program that will provide businesses with grants of up to \$10,000 to directly address the most pressing concerns related to the COVID-19 crisis as indicated in a business survey, to include cash flow, paying rent/mortgage, and technical assistance; and

WHEREAS, on July 11, 2020 the City of Amesbury was informed by the Commonwealth’s Department of Housing and Community Development (“DHCD”) that a CDBG-CV grant in the amount of \$800,000 had been awarded; and

WHEREAS, the Cities wish to enter into this agreement to establish a process for the joint administration of the CDBG-CV grant for the benefit of both Cities as set forth in this Agreement; and

WHEREAS, the Cities shall work together to create the program guidelines and application process, in accordance with guidelines provided by DHCD; and

WHEREAS, each of the Cities has been authorized to enter into this Agreement by votes of their respective City Council in accordance with the provisions of G.L. c. 40, §4A.

NOW THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the Cities agree as follows:

1. Amount of Award: The total amount awarded to the Cities pursuant to the joint application is \$800,000. The terms of the DHCD grant are incorporated into this Agreement by reference and shall govern the use of those funds. The grant funding will be expended by each City as stipulated in the CDBG-CV Grant Award Contract with DHCD which has been set forth in the table below:

<b>Budget Item</b>	<b>Requested Amount</b>	<b>Other Sources (In-kind)</b>	<b>Total</b>
<b>Salaries</b>			
Amesbury OCED Director (3% of		\$3,000	\$3,000

FTE @ \$100,000)			
Newburyport Chief of Staff (1% of FTE @ \$87,367)		\$876	\$876
Program Manager (\$86.06/hour x 20 hours/week x up to 52 weeks)	\$89,503		\$89,500
Amesbury Finance Staff (2% of FTE @ \$70,000)		\$1,400	\$1,400
Supplies/Printing	\$1,500		\$1,500
Grants to businesses in Amesbury	\$354,500		\$354,500
Grants to businesses in Newburyport	\$354,500		\$354,500
<b>TOTAL</b>	<b>\$800,000</b>	<b>\$5,276</b>	<b>\$805,276</b>

2. Lead Community: The City of Amesbury will serve as the lead community and will be responsible for:

- Procurement and oversight of the grant contracted Program Manager (PM) (through the Office of Community and Economic Development (“OCED”)).
- Grant disbursements (payments) to be issued by the City Treasurer.
- Maintaining detailed grant records (financial, administrative and programmatic)
- Any reporting or administration with DHCD
- Financial Management
- Website hosting
- Office space, work station for CDBG Program Manager

3. Program Manager: The procurement of the Program Manager must specify that the PM shall:

- Be operationally responsible for all grant management activities;
- Work under the direction of, and frequently provide reports to, the OCED Director;
- Ensure compliance with DHCD Guidelines;
- Complete any required reporting to DHCD; and
- Maintain separate accounting of grant funding for each City, including eligible business grant awards, PM hours worked for each City.

4. Distribution of Grant Funds: The Project Manager shall administer and oversee the program so as to ensure that grant funds are equally distributed between businesses within each of the Cities to the maximum extent possible.

- The funds designated for each City in Section 1 above shall be used as specified and in no event shall the funds designated for grants to eligible businesses in one City be used or drawn upon for businesses in the other City.
- Each City shall work with the PM to allocate the maximum grant funds to eligible businesses within that City.
- To the extent that the allocation of funding to the PM for services for one City is not exhausted, the PM shall work with that City to reallocate those remaining funds for grants to eligible businesses within that City.

- The PM will notify the point of contact for each City prior to a grant being awarded to an eligible business within that City.

5. Reporting: The City of Amesbury will provide monthly reports to the City of Newburyport on the grant process. In addition, the Cities agree to hold bi-weekly meetings for the purpose of receiving updates from the Program Manager to include but not be limited to program oversight, expenses, and funding distribution.

6. Point of Contact: For the purpose of receiving updates and reports as set forth in this Agreement, the Cities have established points of contact as follows:

**For the City of Amesbury:** Angela Cleveland  
Director of Community and Economic  
Development

**For the City of Newburyport:** Matt Coogan  
Chief of Staff

7. Liability: The Cities shall each be liable for the negligent or intentional acts of their officials and employees, and shall hold each other harmless from any claims or demands arising therefrom.

8. Term: This Agreement shall commence on the date first entered above and shall continue for a period of eighteen (18) months, provided, however, that the term shall be extended until the disbursement of all CDBG-CV Funds to the Cities as stipulated in the CDBG-CV Grant Award Contract with DHCD.

9. Assignment: No party shall assign, sublet or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of the other party.

10. Amendments: This Agreement shall not be modified or amended except by a written document executed by the Mayors for each City.

11. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

13. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

CITY OF AMESBURY

CITY OF NEWBURYPORT

\_\_\_\_\_  
Kasandra Gove, Mayor

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Donna Holaday, Mayor