Contract No. _____

GRANT AGREEMENT
BY AND BETWEEN
City of Cambridge
and
Grantee Name: _____
(*insert full name on file with the Secretary of the Commonwealth's Corporation's Division*)
Grantee Address: _____

THIS GRANT AGREEMENT (the "Agreement") is made as of **_____, 2026**, by and between the City of Cambridge (hereinafter, the "City"), a political subdivision and municipal corporation in the Commonwealth of Massachusetts with an office located at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139, and _____ (hereinafter, the "Agency") a Massachusetts nonprofit corporation with an office located at _____ **(collectively hereinafter, the "Parties").**

WITNESSETH THAT:

WHEREAS, the City of Cambridge desires to address critical needs of Cambridge residents through flexible support to community-based nonprofit organizations that are well-suited to respond; and

WHEREAS, the City of Cambridge recognizes the deep and significant needs facing residents across the City are also placing increased demand on nonprofit providers, who are experiencing funding constraints; and

WHEREAS, the City of Cambridge's Community Benefits Advisory Committee's mission is to identify needs of Cambridge residents and recommend grants to nonprofit organizations to meet those needs; and

WHEREAS, the City of Cambridge has designated funding to provide a flexible, quick, and meaningful response to assist nonprofit organizations as they respond to the needs of vulnerable Cambridge residents; and

WHEREAS, the City has designated the Department of Human Service Programs (hereinafter the "Department") to carry out human service planning, administration, and service delivery (the "Activities") for residents of the City; and

WHEREAS, the City desires to engage the Agency to render services in the execution of the Activities for the City; and

WHEREAS, the Agency has agreed to perform such services; and

WHEREAS, the City has encumbered **$XX,XXX,** the full amount payable under this Agreement for the purpose of funding the Agency's activities pursuant to this Agreement;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements between the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City requests and the Agency agrees to formulate, implement, and operate the activities hereunder in strict compliance with and in accordance with the conditions detailed in this Agreement.

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1. ELIGIBLE PROGRAM ACTIVITIES

The Agency shall utilize funds provided by the City pursuant to this Agreement for the purpose of: _____as more particularly described in the Grantee's Description of Services to Be Provided attached hereto as **Attachment A-1** and incorporated herein by reference (the "Program Activities").

2. TIME FOR PERFORMANCE

The Agency shall perform the above-specified Program Activities commencing no sooner than _____and concluding no later than_____.

3. COMPENSATION

In consideration of performance by the Agency of the above-specified Program Activities and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City agrees to pay the Agency up to a total of **$XX,XXX**. Payment of sixty percent (60%) $XX,XXX will be made following the execution of the Agreement. The remaining forty percent (40%) $XX,XXX will be paid when a final report of the project and invoice for the funds are received by the City. The funds are to be used in accordance with the Project Expenditures Budget outlined in **Attachment A-2** attached hereto and incorporated herein by reference.

4. ADDITIONAL PROGRAM REQUIREMENTS

4.1. Nondiscrimination

The Agency shall screen potential program participants and provide Program Activities to all eligible program participants regardless of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, gender, marital status, family status, military status, or source of income.

The Agency shall not violate the City discrimination policy as detailed in the City's Municipal Code § 2.76.160.

4.2. Compliance with Applicable Disability Laws

The Agency shall comply with the provisions the Americans with Disabilities Act of 1990 (hereinafter "ADA") and Section 504 of the Rehabilitation Act of 1973 (hereinafter "Sec. 504") both in employment and provision of Program Activities.

The Agency herein designates the following senior employee(s) as having primary responsibility and authority with respect to ADA and Sec. 504 compliance, including responsibility for making recommendations or decisions with regarding reasonable accommodations.

Name: _____ Contact phone _____

Title:_____ Email: _____

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4.3. Conflicts of Interest

Neither the Agency-nor any member of its governing body- shall presently possess or acquire any direct or indirect interest which would conflict in any manner or degree with the performance of services under this contract. The Agency also agrees that in the performance of this contract, no person with such an interest shall be employed, shall become a contractor, nor shall be appointed as a member of its governing body. The Agency and no member of its governing body, staff, or subcontractors shall possess any interest in or use their position for a purpose that is, or gives the appearance of being motivated by, desire for private gain for themselves or those with whom they have family, business or other ties.

4.4. City Living Wage Ordinance

The Agency shall comply with the City's Living Wage Ordinance as detailed in Cambridge, Mass. Municipal Code § 2.121. A copy of the City-produced "Living Wage Ordinance Factsheet" (**Attachment B**) is attached and incorporated by reference.

4.5. Criminal Offender Record Information (CORI) Practices

The Agency shall comply with the CORI request and use practices as detailed in Cambridge, Mass. Municipal Code § 2.112.060 - § 2.112.065. A copy of the City's CORI policy (**Attachment C**) is attached and incorporated by reference.

In order to show compliance with this section the Agency shall complete **Attachment C** ("City of Cambridge CORI Compliance Form") which is attached and incorporated by reference.

4.6. Tax Compliance

The Agency shall complete **Attachment D** ("City of Cambridge Tax Compliance Form") which is attached and incorporated by reference.

5. INDEMNIFICATION

The Agency shall defend, indemnify, hold harmless, remise, release and forever discharge the City and its City Manager, City Council, City departments, boards, commissions, counsel, affiliates, servants, agents, officers, employees, successors, assigns, lenders, insurers and each of them (collectively, the "City Releasees") from all demands, actions, causes of action, suits, sums of money and liabilities (collectively, "Claims") to the extent arising out of the Agency's provision of the services identified in Section 1, above, except to the extent arising from the gross negligence or willful misconduct of the City or any City Releasees. The provisions of this Release and Indemnification Article shall survive the termination of this Agreement or any amendment thereto or extension thereof.

6. INSURANCE

The Agency shall maintain general liability insurance coverage. The general liability policy shall contain limits of at least One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate, and the policy shall contain a 30-day Notice of Cancellation, Change or Non-Renewal. Any variation to this requirement requires prior written approval of the City Manager and City Solicitor. Notice of Occurrence is to be given to the City Manager, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139, with a copy to the City Solicitor, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139. The Agency shall provide the City with a Certificate of Insurance upon issuance or renewal of each policy and upon request, a copy of such policy.

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7. CONTRACT CHANGES

The Agency may request in writing in accordance with Section 12 hereof changes to either (1) the scope of the Program Activities it is providing and/or (2) the Project Expenditures Budget. Such changes shall be approved by the City Manager, Assistant City Manager for Human Service Programs, and City Solicitor prior to taking effect.

8. NON-COMPLIANCE

If the Agency fails to materially comply with this Agreement the Department shall renegotiate the terms of the Agreement and/or terminate the Agreement as of the time when the Agency's non-compliance began.

9. AUTHORITY TO BIND AGENCY

The Agency shall complete and submit with this Agreement a Certificate of Authority (**Attachment E**) which states that the person signing this Agreement on behalf of the Agency has the authority to bind the Agency to this Agreement.

10. GOVERNING LAW

This Agreement is deemed to be made in the Commonwealth of Massachusetts and it and the legal relations between the Parties hereto shall be governed and construed according to the laws of the Commonwealth of Massachusetts.

11. INTEGRATION AND SEVERABILITY

This Agreement and any exhibits or attachments appended hereto contains the entire agreement between Agency and the City. This Agreement is an integrated document and may not be changed or modified, except in a writing specifically referring hereto and duly executed by the Agency and the City. It is further understood that should any portion of this Agreement that is not a material term be found to be invalid for any reason whatsoever by a court of competent jurisdiction, this Agreement shall be read as if it did not contain such invalid portion, and the Parties hereto intend for any such invalid non-material portion to be severable from the remainder.

12. NOTICES

Any notice or demand by the Agency to the City under this Agreement shall be in writing and sent via certified mail addressed to the City Manager, at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 with a copy to the City Solicitor at the same address, and a copy to the Assistant City Manager for Human Service Programs at 51 Inman Street, Cambridge, Massachusetts 02139, until otherwise directed in writing by the City; and any notice or demand by the Agency under this Agreement shall be sent via certified mail addressed to

_____, until otherwise directed in writing by the Agency.

13. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement or any amendment thereto transmitted by

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facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment for all purposes.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands as of the date first written above.

CITY OF CAMBRIDGE,
by,

_____
Yi-An Huang,
City Manager

_____
TBD

Approved as to form:

_____
Megan Bayer, City Solicitor

FOR THE AGENCY,
by,

_____
Printed Name:
Title:

SAMPLE

Attachment A-1

(Attach Description of Services to Be Provided to this page)

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Attachment A-2

(Attach Project Expenditures Budget to this page)

SAMPLE

Attachment B

Chapter 2.121
LIVING WAGE ORDINANCE

Sections:

2.121.010 Title and Purpose
2.121.020 Definitions
2.121.030 Living Wage
2.121.040 Waivers and Exceptions
2.121.050 Notification Requirements
2.121.060 Duties of covered Employers
2.121.070 Community Advisory Board
2.121.080 Enforcement
2.121.090 Severability
2.121.100 Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.20 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least $10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and (2) any service contract, as defined herein, of at least $10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter. (3) any service subcontract, as defined herein, of at least $10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

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(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance.

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

2.121.30 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than $10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to $10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.40 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

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(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;

(3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and

(4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

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(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

(1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
(2) a description of the purpose or project for which the Assistance was awarded;
(3) the name, address, and phone number of a local contact person for the Covered Employer;
(4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records

necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of $300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city. Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil

remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.100 Effective Date.

This law shall be effective sixty (60) after final passage. The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore, the new living wage, as of March 1, 2000 is $10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore, the new living wage, as of March 1, 2001 is $ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore, the new living wage, as of March 1, 2002 is $11.11.

For calendar year 2002, the CPI-U increased by 2.6%. Therefore, the new living wage, as of March 1, 2003 is $11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is $11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore, the new living wage, as of March 1, 2004 is $11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore, the new living wage, as of March 1, 2005 is $12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore, the new living wage, as of March 1, 2006 is $12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore, the new living wage, as of March 1, 2007 is $12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore, the new living wage, as of March 1, 2008 is $13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore, the new living wage, as of March 1, 2009 is $13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore, the new living wage, as of March 1, 2010 will remain at $13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore, the new living wage, as of March 1, 2011 is $13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore, the new living wage, as of March 1, 2012 is $14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore, the new living wage, as of March 1, 2013 is $14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore, the new living wage, as of March 1, 2014 is $14.71.

For calendar year 2014 the CPI-U increased by 1.61% Therefore, the new living wage, as of March 1, 2015 is $14.95.

For calendar year 2015 the CPI-U increased by .06%, Therefore, the living wage, as of March 1, 2016 is $15.04.

For calendar year 2016 the CPI-U increased by 1.47% Therefore, the new living wage, as of March 1**,** 2017 is $15.26.

For calendar year 2017 the CPI-U increased by 2.51% Therefore, the new living wage, as of March 1**,** 2018 is $15.64.

For calendar year 2018 the CPI-U increased by 3.29% Therefore, the new living wage, as of March 1**,** 2019 is $16.15.

For calendar year 2019 the CPI-U increased by 1.91% Therefore the new living wage, as of March 1, 2020 is $16.46.

For calendar year 2020 the CPI-U increased by 3.29% Therefore the new living wage, as of March 1, 2021 is $16.65.

For calendar year 2021 the CPI-U increased by 3.29% Therefore the new living wage, as of March 1, 2022 is $17.19.

For calendar year 2022 the CPI-U increased by 7.10% Therefore the new living wage as of March 1, 2023 is $18.41.

For calendar year 2023 the CPI-U increased by 3.71% Therefore the new living wage as of March 1, 2024 is $19.09.

For calendar year 2024 the CPI-U increased by 3.18% Therefore the new living wage as of March 1, 2025 is $19.70.

For calendar year 2025 the CPI-U increased by 3.13% Therefore the new living wage as of March 1, 2026 is $20.32.

SAMPLE

Attachment C

CITY OF CAMBRIDGE CORI POLICY

1.Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI.

3.An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4.Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5.Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6.If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7.If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's Information Concerning the Process in Correcting a Criminal Record so that the applicant may pursue correction with the CHSB.

8.If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9.Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's Information Concerning the Process in Correcting a Criminal Record. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10.If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

(a) Relevance of the crime to the position sought;
(b) The nature of the work to be performed;
(c) Time since the conviction;
(d) Age of the candidate at the time of offense;
(e) Seriousness and specific circumstances of the offense;
(f) The number of offenses;
(g) Whether the applicant has pending charges;

SAMPLE

(h) Any relevant evidence of rehabilitation or lack thereof;
(i) Any other relevant information, including information submitted by the candidate or requested by the City.

12.The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.

13.The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

14.CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

SAMPLE

Attachment D

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below**.

1. _____CORI checks are not performed on any Applicants.

2. _____CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3._____CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

_____ _____
(Typed or printed name of person signing quotation, bid or proposal) Signature

_____ _____
(Name of Business) Date

NOTE: The City Manager in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

SAMPLE

Attachment E

CITY OF CAMBRIDGE
TAX COMPLIANCE STATEMENT

As required by M.G.L. Chapter 62C, Section 49A, the undersigned certifies under penalty of perjury that they have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Signature

_____
Name and title

_____
Date

_____
Name of business

_____
_____
_____
Address

SAMPLE

Attachment F

CERTIFICATE OF AUTHORITY

At a meeting of the Board of Directors of_____(*Agency*) on_____, (*Date*) at which a majority of the Directors was present, it was voted that_____(*Name*)**,** _____**(***Position***)** be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its corporate seal thereto; and the execution of any contract or obligation in this Company's name and on its behalf by such Officer shall be valid and binding upon this Company.

Attest: _____

(Clerk)

Place of Business: _____

_____

_____

Dates of Contracts: _____ to _____

I hereby certify that the above vote has not been amended or rescinded and remains in full force and effect as of this date_____.

Attest: _____

(Clerk)

SAMPLE