

Massachusetts School Building Authority

Steven Grossman
Chairman, State Treasurer

Katherine P. Craven
Executive Director

SAMPLE* INITIAL COMPLIANCE CERTIFICATION

* If you have questions about the ICC or would like to request an ICC for your District, please contact Diane Sullivan at Diane.Sullivan@MassSchoolBuildings.org or 617-720-4466.

This Initial Compliance Certification must be completed by all Eligible Applicants who have submitted a Statement of Interest to the Massachusetts School Building Authority ("MSBA") and have been invited to collaborate with the MSBA on a Feasibility Study or a Project Scope and Budget Conference. The MSBA will not consider a district to be eligible for a school building renovation or construction grant until the district has properly submitted an Initial Compliance Certification to the satisfaction of the MSBA.

Unless otherwise specified, all capitalized terms shall have the meanings ascribed to such terms in M.G.L. c. 70B or 963 CMR 2.00 et seq.

1. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that it has read and understands, and shall remain in compliance with, (a) M.G.L. c. 70B, (b) chapter 208 of the Acts of 2004, (c) 963 CMR 2.00 *et seq.*, and (d) all other rules, policies, and procedures of the MSBA.
2. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that the school building renovation and construction grant program established by M.G.L. c. 70B is a discretionary program based on need, as determined by the MSBA. The [CITY/TOWN/DISTRICT OF -----] hereby further acknowledges and agrees that it shall have no entitlement to receive approval or funding for a proposed project or any other purpose except at the sole discretion of the MSBA.
3. The [CITY/TOWN/DISTRICT OF -----] hereby agrees to work in collaboration with the MSBA in all phases of the process, including at least: (a) identifying perceived deficiencies with school buildings, (b) validating those deficiencies, (c) identifying educationally and financially sound solutions to validated problems, (d) agreeing on the project scope and budget, (e) implementing the solution as agreed upon, and (f) the final project audit and close-out. The [CITY/TOWN/DISTRICT OF -----] hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the MSBA, The [CITY/TOWN/DISTRICT OF -----] must work with the MSBA through all phases of the MSBA's process including at a minimum the phases described above.
4. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that to qualify for any funding from the MSBA, The [CITY/TOWN/DISTRICT OF -----] must comply with M.G.L. c. 70B and 963 CMR 2.00 *et seq.* which require MSBA collaboration and approval at each step of the school facility grant approval process. Any actions taken, costs incurred or agreements entered into for the repair, renovation or construction of school facilities without the explicit prior written approval of the MSBA shall not be eligible for grant funding.
5. The [CITY/TOWN/DISTRICT OF -----] hereby certifies and can demonstrate that it has expended the minimum maintenance expenditure requirements required by M.G.L. c. 70B, § 8 and 963 CMR 2.17 and hereby further acknowledges and agrees that the MSBA may not approve any project for any school district that fails to meet such maintenance expenditure requirements.
6. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that the perceived deficiencies, as set forth in the Statement of Interest submitted to the MSBA, are not (a) a result of negligence, (b) under warranty with material suppliers or installers and/or are the subject of or could be the subject of, ongoing litigation, or (c) a result of lack of adequate routine or capital maintenance by The [CITY/TOWN/DISTRICT OF -----].
7. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that it will consider all available options for remedying the deficiencies asserted in the Statement of Interest, including, to the extent applicable,

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regionalization or tuition agreements with adjacent school districts, district assignment policies within the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.

8. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that, before the MSBA can grant final approval of a Project, the [CITY/TOWN/DISTRICT OF -----] must vote to authorize and appropriate the full amount of funding for the potential project necessary to meet the total project budget as agreed to by the MSBA and as described in 963 CMR 2.10 (10)(c).
9. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that, in connection with an Approved Project, it shall use all standard forms, contract documents, contract language, and format for local votes or approvals that may be developed by the MSBA and as may be amended by the MSBA from time to time.
10. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that it shall comply with and submit to the MSBA any other certifications, statements, or forms that the MSBA may require for an Approved Project.
11. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that no Total Facilities Grant, or any portion thereof, shall be disbursed by the MSBA until a Feasibility Study Agreement, Project Scope and Budget Agreement and/or a Project Funding Agreement have been fully executed for the Approved Project.
12. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that it has provided or will provide the MSBA with all audit materials requested by the MSBA in connection with any Prior Grant Projects, Waiting List Projects, and any other projects for which the [CITY/TOWN/DISTRICT OF -----] has received or will receive funding from the MSBA. The [CITY/TOWN/DISTRICT OF -----] hereby further acknowledges and agrees that it shall continue to cooperate with the MSBA and provide any additional documentation or information that may be requested by the MSBA in connection with any Assisted Facility.
13. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that the school building for which it has submitted a Statement of Interest is not a school that has been the site of an approved school project pursuant to G.L. c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the MSBA's project application date, or that any potential project would be unrelated to such previously approved project in the same school.
14. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that it has not sold, closed, or otherwise removed from service any school building or facility, within the last ten (10) years and acknowledges and agrees that no Total Facilities Grant for an Approved Project shall issue to replace or partially replace a school facility that was sold, leased, or otherwise removed from service in the last ten years. Further, the [CITY/TOWN/DISTRICT OF -----] acknowledges and agrees that the Authority in its sole discretion shall make the final determination about whether an approved project replaces a school facility removed from service.
15. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that it may be liable for any obligations previously reimbursed by grant payments if it removes a facility from service, that the Authority may stop making grant payments associated with any facility removed from service and that no future grants shall issue until the MSBA is satisfied that prior obligations have been met.
16. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that it shall base its site selection for an Approved Project on cost and environmental factors, including an awareness of soil conditions and their probable effect on foundation and site development costs, transportation effects,

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dislocation of site occupants and relationship to other community facilities. The [CITY/TOWN/DISTRICT OF -----] hereby further acknowledges and agrees that if the MSBA were to approve a project for the [CITY/TOWN/DISTRICT OF -----], (a) the MSBA will not pay for any costs associated with acquiring the site or remediating the site, and (b) certain site specifications and requirements will have to be met.

17. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that throughout the planning and construction of an Approved Project, if such final approval is received from the MSBA, the [CITY/TOWN/DISTRICT OF -----] shall follow procedures and practices satisfactory to the MSBA such as will assure maximum attention to the operating and capital cost effects of program and design decisions, materials and systems selections.
18. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that it is current on any payments that it may owe to the MSBA and does not have any outstanding amounts past due to the MSBA.
19. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that there is no lawsuit threatened or pending against the MSBA to which the [CITY/TOWN/DISTRICT OF -----] is a party and which implicates the MSBA in any way.
20. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that it has read specifically 963 CMR 2:03 (2)(a)-(q) and certifies that it has complied or will comply with each of the obligations described there and further acknowledges and agrees that failure to comply with each obligation as determined by the MSBA may be grounds for denial of a Total Facilities Grant or rescission of a Total Facilities Grant already issued.
21. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that if the [CITY/TOWN/DISTRICT OF -----] and the MSBA execute a Feasibility Study Agreement, the [CITY/TOWN/DISTRICT OF -----] shall promptly develop, implement and actively pursue a fraud, waste and abuse detection and prevention program in connection with any potential school construction or renovation project and Approved Project, if any, and develop written procedures to detect and prevent fraud, waste and abuse.
22. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that it will meet the minimum standards for Massachusetts Certified Public Procurement Officer (MCPPO) training as required by the Office of the Inspector General and the MSBA.
23. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that if approved for a project by the MSBA, that the school facility that is the site of said project will remain in use as an educational facility for the instruction of school children as required by 963 CMR 2.03 (2)(b).
24. The [CITY/TOWN/DISTRICT OF -----] hereby certifies that it has read and understands 963 CMR 2.19 and acknowledges and agrees that if the MSBA determines that any of the information provided by the [CITY/TOWN/DISTRICT OF -----] in this Initial Compliance Certification or in any other documentation submitted to the MSBA is false or intentionally misleading, the MSBA may revoke any and all grant payments approved for the [CITY/TOWN/DISTRICT OF -----] and may recover any previous payments made to the [CITY/TOWN/DISTRICT OF -----].
25. The [CITY/TOWN/DISTRICT OF -----] hereby agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Project by the [CITY/TOWN/DISTRICT OF -----] and that the Authority shall have full and complete access to all information and documentation relating to the Project to the same extent that the [CITY/TOWN/DISTRICT OF -----] has such access. The [CITY/TOWN/DISTRICT OF -----] agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in

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all matters related to the Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The [CITY/TOWN/DISTRICT OF -----] agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The [CITY/TOWN/DISTRICT OF -----] agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The [CITY/TOWN/DISTRICT OF -----] further agrees that the Authority shall bear no liability whatsoever arising out of the Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the [CITY/TOWN/DISTRICT OF -----] shall remain responsible for the management and completion of the Project.

26. The [CITY/TOWN/DISTRICT OF -----] hereby acknowledges and agrees that the MSBA reserves the right to modify and supplement the Initial Compliance Certification form at any time and may require the [CITY/TOWN/DISTRICT OF -----] to complete a revised Initial Compliance Certification.

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and hereby acknowledge and agree on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Chief Executive Officer
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and hereby acknowledge and agree on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Superintendent of Schools
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and hereby acknowledge and agree on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

By:
Title: Chair of the School Committee
Date: