

MEMORANDUM OF AGREEMENT

CRITTENTON WOMEN'S UNION, INC.

CAREER FAMILY OPPORTUNITY PROGRAM

BHA JOB NO. 08P-073

This MEMORANDUM OF AGREEMENT (the "Agreement") made this ____ day of _____, 2009, by and among the BOSTON HOUSING AUTHORITY, a public body politic and corporate organized and existing under Chapter 121B of the General Laws of the Commonwealth of Massachusetts ("M.G.L.") and Chapter 88 of the Acts of 1989, with its principal office located at 52 Chauncy Street, Boston, Massachusetts 02111 (the "BHA"), CRITTENTON WOMEN'S UNION, INC., a Massachusetts not-for-profit corporation organized and existing under M.G.L. Chapter 180, with its principal office located at One Washington Mall, 2nd Floor, Boston, Massachusetts 02108 (the "Contractor"), and the WEST BROADWAY TASK FORCE, INC., a Massachusetts not-for-profit corporation organized and existing under M.G.L. Chapter 180, with a mailing address of 81 Orton Marotta Way, #5036, South Boston, Massachusetts 02127 and a physical address of 135 Orton-Marotta Way, South Boston, MA 02127 (the "Task Force").

RECITALS

WHEREAS, BHA owns and operates the West Broadway public housing development in South Boston, Massachusetts (the "Development"); and

WHEREAS, BHA provides space at the Development for the Task Force to operate and/or oversee activities to support the needs of the residents to organize and provide services to improve the lives of the residents at the Development in such space located at 115-135 Orton Marotta Way in South Boston, Massachusetts (the "Program Space"); and

WHEREAS, Contractor has as its mission the transformation of the lives of low income women so that they can attain economic independence and create better futures for themselves and their families; and

WHEREAS, Contractor has an extensive history of operating a wide range of successful programs to provide low income women and their families with assistance in housing, skills training programs, job readiness, and financial literacy; and

WHEREAS, Contractor, has received grant funding to operate an innovative program known as "Career Family Opportunity Program" (the "Program"), whose purpose is to assist low income parents and their families move toward economic independence by providing a continuum of services and linkages over a 60-month period, without creating dependency; and

WHEREAS, BHA, the Task Force, and Contractor desire to use cooperative efforts to allow Contractor to offer the Program to residents ("BHA Residents") of the

Development, as well as of the BHA's Old Colony and Mary Ellen McCormack developments (collectively, the "Developments") in the Program Space, subject to the terms, conditions, and funding stipulations of Contractor's funders and the terms of this Agreement; and

WHEREAS, the parties acknowledge that Contractor, by offering the Program to BHA Residents, is making an in-kind gift to BHA, such that, pursuant to M.G.L. Chapter 30B, s. 1(20), said Chapter 30B (the Massachusetts Procurement Law) does not apply to this Agreement because this Agreement is a contract that is funded by proceeds derived from a gift to a governmental body.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. Term and Renewal. The initial term of this Agreement shall commence on the date first above written, and unless sooner terminated pursuant to its terms, this Contract shall continue in full force and effect for five years thereafter (the "Initial Term"). Within ninety (90) days of the expiration of the Initial Term or any renewal term thereafter, the parties may extend this Agreement for an additional twelve (12) month term (each, a "Renewal Term") by written agreement among the parties specifically referencing this Agreement.

2. Scope of Services. Subject to the terms, conditions, and funding stipulations of Contractor, its Board of Directors, and any administrative or regulatory board or body having supervisory authority over Contractor or the Program, Contractor shall provide BHA, through its Community Services Department, with the following services (the "Services") related to the Program at the Program Space:

(a) conduct the Program according to the specific terms and timetable as spelled out in the Program Model attached hereto as Exhibit A, which from time to time may be revised in consultation with the BHA; and

(b) within Contractor's ordinary course of administration of the Program, and using commercially reasonable efforts, (i) provide intensive case management that supports and advises participants through Program components, including adult basic education, day care, financial literacy, and workforce/career literacy for 20 to 40 participants, (ii) compile aggregate participant progress data, and (iii) conduct intake and initial assessments, progress reports, and outcome summaries on each program participant, which may be shared with BHA periodically in a format mutually agreed upon by the BHA and Contractor; and

(c) upon the written request of BHA, and as promptly as practicable, provide BHA with compiled information with respect to BHA Residents participating in the Program (including but not limited to name of Program participants, progress or general level of participation, successful milestone achievement such as enrollment in and completion of skills training or education, employment, and assessments); and

(d) assist BHA in providing financial literacy and related workshops to other BHA Residents where possible at the Program Space; and

(e) within Contractor's ordinary course of administration of the Program, maintain a waiting list of BHA Residents to be used as needed to fill vacancies in the Program to be provided at the Program Space; and

(f) hire or otherwise retain staff in order to successfully operate the Program, which will include a project coordinator, mentor, and business administrator as well as additional contracted consultants/specialists as spelled out in Exhibit A; and

(g) obtain and provide the funding to operate the Program according to the Program Budget attached hereto as Exhibit B, subject to any revision which from time to time may be made; and

(h) as promptly as practicable, provide BHA and the Task Force with notification of any changes in the Program hours of operation; and

(i) to the extent practicable and reasonable, participate in regularly scheduled meetings with BHA to discuss BHA Residents' progress, obstacles, and joint projects with regard to the Program and other BHA program initiatives that may be of mutual benefit to both the BHA and the Contractor. Officers and staff of the Task Force may attend portions of such meetings with respect to general Program activities, provided however, that Contractor shall not divulge to the Task Force any information about individual BHA Residents and Program participants.

3. BHA Responsibilities. BHA shall:

(a) assist Contractor in identifying appropriate BHA Residents in need of Contractor's services in the Program, including assisting with holding open houses/information sessions; and

(b) hold meeting(s) with Contractor and the leadership of the Task Forces and the task forces of the other Developments in order to introduce the Program to BHA Residents and solicit assistance of such task forces in promoting the Program; and

(c) assist Contractor to identify and secure space at the Developments to hold small group meetings, on an occasional basis; and

(d) grant a license to Contractor to use the Program Space; and

(e) assist Contractor in supporting BHA Residents during their participation in the Program; and

(f) participate in regularly scheduled meetings with Contractor to discuss BHA Residents' progress, obstacles, and joint projects with regard to the Program and other BHA program initiatives that may be of mutual benefit to both BHA and Contractor; and

(g) make payment in an amount not to exceed \$XXXX per month to the Task Force to cover the cost of providing Program support including general clerical support, use of office equipment, and custodial services.

4. The Task Force Responsibilities. The Task Force shall:

- (a) assist Contractor in identifying appropriate BHA Residents in need of Contractor's services in the Program, including assisting with holding open houses/information sessions; and
- (b) participate in regularly scheduled meetings regarding the operation of the Program; and
- (c) provide Contractor with access to and usage of the Task Force's photocopier, fax machine/printer, and other office equipment incidental to the administration of the Program, pursuant to the Task Force's usage policies, and consistent with the terms of the license described below; and
- (d) provide Contractor with a telephone in each office described below in Section 5(a), provided that Contractor shall pay all installation and monthly charges; and
- (e) assent to the license described below from the BHA to Contractor; and
- (f) submit a monthly invoice to the BHA, Attn: in an amount not to exceed \$XXXX per month for the cost of providing Program support. The invoice shall itemize the amounts for general clerical support, use of office equipment, custodial services, and other costs of providing Program support.

5. Grant of License. For good and valuable consideration set forth in this Agreement, BHA hereby grants to Contractor a license to use the Program Space, subject to the provisions of this Agreement and its terms and conditions:

(a) Program Space at Commencement of Agreement. The Program Space is located at the Development at 115 and 135 Orton Marotta Way in the space known as the "West Broadway Task Force Offices," and shall include the following areas for exclusive use by the Program: three offices numbered #1, #2, and #3 on the second floor. The Program Space shall also include shared space as follows: the small conference room on the first floor; the small conference room on the second floor; the large conference room on the first floor also known as the "Community Center"; the computer lab; and the kitchen (the "Shared Space"). Staff and invitees of BHA, Contractor, and the Task Force shall share the rest rooms. Upon ninety (90) days written notice to Contractor, BHA may change the physical location of the Program Space (herein, the "Space Change Notice").

(e) No Other Representations as to Use. BHA makes no representations regarding the suitability of the Program Space for the intended use. Contractor shall accept the Program Space in an "as-is" condition.

(f) Availability of the Program Space. BHA and the Task Force shall make the Program Space available at such times as is necessary for Contractor to perform the Services and any uses incidental thereto. Notwithstanding the foregoing, Contractor may perform the Services in the Shared Space according to availability as determined by BHA and the Task Force. There will be a sign-up register, where Program staff may sign up to use the Shared Space. The parties expressly acknowledge that the Task Force holds its monthly board meetings in the large conference room on the second Wednesday evening of each month and monthly security meetings in the large conference room on the third Tuesday evening of each month.

(g) Contractor's Conditions to Use the License:

(i) *Intended Use.* Contractor shall use the Program Space only for Program business and any uses incidental thereto. The Contractor's hours of operations are Monday through Friday 8:30 a.m. to 9 p.m. and 9 a.m. to 5 p.m. on some weekend day.

(ii) *Manner of Operation.* Contractor shall conduct its Program activities in connection with this Agreement and particularly while on the Developments or any BHA property in a safe and reasonable manner at all times. Contractor shall comply with all relevant laws, including laws and regulations of the Commonwealth and ordinances and regulations of the City of Boston. Contractor shall notify BHA via the Task Force as promptly as practicable of known needs for repairs or maintenance to the Program Space. Contractor and its staff shall not bring any pets or animals to the Program Space except as required and practicable for reasonable accommodation of a recognized disability.

(iii) *Condition of Premises.* Contractor shall keep the Program Space clean and change light bulbs and provide other supplies (such as office supplies) as needed. Contractor shall not modify any structures, or erect any permanent structures or signs, without the prior written approval of BHA, provided, however, without the prior written consent of BHA, Contractor may make any non-permanent, non-structural additions or alterations to the interior of the Program Space, related to any moveable furnishings and equipment therein or as required by the terms, conditions and funding stipulations of the Contractor's funders, or any administrative or regulatory board or body having supervisory authority over the Contractor, and/or the Program. Upon the termination of this license, Contractor shall leave the Program Space in a condition at least equal to its condition at the commencement of the Agreement (except for ordinary wear and tear) and Contractor shall remove any temporary structure and signage constructed by it from the Program Space at its own expense, as promptly as practicable, provided, that such time shall not exceed sixty (60) days trailing such termination date.

(h) BHA's Affirmative Covenants regarding the License:

(i) *Access.* BHA shall provide Contractor with access to the Program Space to the extent deemed by Contractor necessary to (1) perform its obligations under the Agreement and for all purposes related thereto, including without limitation the operation of the Services and the Program, (2) examine the Program Space and make any alterations or improvements deemed necessary by Contractor in order to operate the Program and provide the Services in such space, provided, BHA has given prior written approval to such alterations or improvements if required by Section 5(d)(iii), or (3) investigate or document any suspected

violation of the terms and conditions of this Agreement. BHA or the Task Force shall provide Contractor with a key to the Program Space, which Contractor shall reasonably maintain and return to BHA or the Task Force upon the expiration or termination of this Agreement.

(ii) *Water and Heat.* BHA shall provide (1) hot and cold water, (2) sewer service, (3) electricity, and (4) reasonable heat during the heating season to the Program Space.

(iii) *Clear Ways.* BHA shall keep all sidewalks, curbs, entrances, passageways, parking lots, and areas adjoining the Program Space in a clean and orderly condition, free from snow, ice, rubbish, and any such other nuisance or obstructions.

(iv) *Building Systems.* BHA shall maintain the building systems to which the Program Space is tied, including plumbing and heating systems, electrical systems, exterior lighting, entry and exit doors, glass window hardware, and screens.

(v) *Rubbish Removal.* BHA shall remove and dispose of all rubbish, trash, garbage, and other waste off-site, provided that Contractor deposits all such trash in the receptacle designated for the Program Space by the Task Force.

(vi) *Repairs and Routine Maintenance.* BHA shall make all necessary repairs and perform routine maintenance in the Program Space, provided Contractor notifies BHA promptly of any needed repairs or maintenance according to instructions from BHA.

(vii) *Parking.* BHA shall provide parking stickers to enable Contractor's authorized staff working at the Program Space to park in BHA parking lots in the Development in accordance with local parking restrictions.

6. Reserved.

7. Reserved.

8. Termination. This Agreement may be terminated in any of the following ways: (a) by mutual agreement of the parties; (b) immediately upon written notice by either party in the event that the other party is no longer authorized to perform its obligations by any operation of law, including, without limitation, the filing of a petition in bankruptcy either by or against such party, or in the event that either party is causing immediate danger to the staff, residents, or property of the other; (c) upon thirty (30) calendar days written notice by either party in the event of a material breach of this Agreement uncured upon thirty (30) days written notice thereof (the "Notice Period") or (d) upon thirty (30) calendar days written notice by the Contractor in the event that the Contractor has lost its funding for the Program. In the event of a breach pursuant to this Paragraph 7, the breaching party shall have the opportunity to cure such breach within the Notice Period; and, in the event that the breaching party either (x) effects a cure or (y) has undertaken promptly and continuously to effect a cure and such cure is effected within a reasonable time thereafter, then the notice of termination from the non-breaching party shall be without effect. For the purposes of this Paragraph 7, "breach" of this Agreement includes, without limitation, (a) the repeated violation or systematic failure to comply with any material

term of this Agreement, or (b) the manifestation of an anticipatory intention not to perform the obligations imposed by this Agreement.

9. Designation of Representatives. The parties designate the following individuals as their representatives for the purpose of administering this Agreement:

- (a) For BHA:
- (b) For Contractor:
- (c) For Task Force:

10. Notice. All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail, return receipt requested or by a nationally recognized overnight courier, to the appropriate party at the following address (or such other address for a party as shall be specified by notice pursuant hereto):

- (a) If to BHA:

With a copy to:
- (b) If to Contractor:
- (c) If to Task Force:

With a copy to:

For the convenience of the parties, a party may contact the other parties by email or fax, but official notice shall require follow-up notice in writing pursuant to this paragraph 9.

11. Insurance Requirements. Contractor shall at all times throughout the term of this Agreement carry, and require its contractors and subcontractors to carry, the following insurance policies in the stated form and/or amounts:

- (a) Comprehensive General Liability. Contractor shall carry and maintain Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 per occurrence for bodily injury, death, and property damage and \$2,000,000.00 general aggregate,

covering all work performed under this Agreement. Contractor's Comprehensive General Liability Insurance policy shall include the following coverages:

- (i) independent contractors;
- (ii) severability of interests/cross liability;
- (iii) employees and volunteers as additional insureds;
- (iv) contractual liability;
- (v) extended bodily injury (assault and battery);
- (vi) defense outside of the limit;
- (vii) care, custody, and control;
- (viii) mobile equipment; and
- (ix) additional insureds as required by contract.

BHA shall be named as an additional insured on all general liability policies. Contractor warrants and represents that it will not use or bring its own or its leased automobiles or motor vehicles onto any BHA property as part of the work performed under this Agreement. In the event Contractor needs to use any automobiles or motor vehicles in connection with the Services or bring them onto BHA property, Contractor shall notify BHA as promptly as practicable and obtain Automobile Liability Insurance with limits of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage and meet the other provisions of this Section 11. Further, in the event Contractor's staff or agents use their own personal vehicles in connection with the performance of the Services, then Contractor shall provide evidence of personal automobile coverage with statutory coverage.

(b) Contractor shall carry and maintain Worker's Compensation Insurance including Employer's Liability Insurance as provided by M.G.L. Chapter 152, as amended, covering all work performed by it under this Agreement and/or any other project plan initiated with the BHA.

(c) Subcontractor Insurance. In the event BHA authorizes Contractor to utilize any subcontractor and/or sub-consultant to perform any of the Services, Contractor shall require any such subcontractor, sub-consultant, and/or professional employed and/or engaged by Contractor to carry comprehensive general liability, auto liability, and workers compensation insurance with the same scope of coverage and other provisions as described herein. The general liability coverage shall name Contractor and BHA as additional insureds. Contractor shall obtain and keep on file certificates of insurance that show that the sub-contractor, sub-consultant, and professional are so insured.

(d) Miscellaneous Requirements. All policies of insurance required hereunder shall be issued in a form and type acceptable to BHA and by companies having a minimum A.M.

Best's rating of "A-" ("Excellent") and Financial Size Category VII or larger, or as otherwise deemed satisfactory to BHA. Copies of the original certificates of insurance and/or binders of insurance (the "Certificates of Insurance") evidencing the above required insurance coverages satisfactory to the BHA shall be furnished to BHA, and shall be attached to this Agreement as Exhibit C and made a part hereof. The Certificates of Insurance shall provide for not less than ten (10) calendar days prior notice to BHA of any cancellation of/or major change in the policies. Not less than thirty (30) calendar days prior to the expiration date of the policies of insurance required under this Agreement, Contractor shall deliver to BHA renewal certificates of insurance in accordance with all insurance requirements in this Agreement. All policies of general liability insurance required hereunder shall list BHA and the Task Force as named additional insureds as follows: "Boston Housing Authority, Risk Management Center, 52 Chauncy Street, Boston, MA 02111" and "West Broadway Task Force, 81 Orton Marotta Way, South Boston, MA 02127." Failure to provide insurance coverage as required by this Paragraph shall be deemed to be a material breach of this Agreement.

(e) Personal Property Insurance. Contractor may, at its own expense, carry and maintain insurance to cover its own personal property, furniture, fixtures, machinery, and supplies used in the performance of the Scope of Services.

12. Assumption of Risk. Contractor agrees to provide the Services at its own risk and liability. BHA shall have no responsibility or liability for any loss or damage to personal property or fixtures of Contractor or its subcontractors.

13. Mutual Release. Each party, on its behalf and on behalf of its officers, employees, and agents acting on Contractor's behalf, hereby releases the counterparty, its officers, employees, and agents from any and all actions, damages, and other claims, in law or in equity, which such party, its officers, employees, and agents may have against the counterparty, its officers, employees, and agents for loss of life, personal injuries, damage to real or personal property, or other loss arising, directly or indirectly, from any act or omission of such party with respect to this Agreement. The mutual release under this Paragraph 13 shall survive termination or expiration of this Agreement.

14. Mutual Indemnification. Each party shall defend, indemnify, and hold harmless the counterparty from and against all claims, causes of action, suits, losses, damages, fines, and expenses arising from its performance under this Agreement. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to each party that might exist. The obligations of indemnification under this paragraph 14 shall survive termination or expiration of this Agreement.

15. Holder Agreement. Contractor agrees that, as a result of its activities under this Agreement, Contractor and/or its employees, representatives, subcontractors, sub-consultants, contractors, and/or agents ("Holders") may be and become "holders" of "personal data" as such terms are defined by M.G.L. Chapter 66A, and that information containing any such personal data will be placed in a system which reasonably assures the confidentiality of the personal data. In its use and maintenance of personal data Contractor shall not disseminate or publish any data provided (except to BHA's or Contractor's designated officers and employees in the ordinary course of business) without the informed consent of the data subject and BHA, or as permitted

by law. Contractor further agrees that, upon the expiration of this Agreement, any such data collected shall, as the BHA directs, be either returned to BHA or destroyed, provided, however, that Contractor may retain a copy of such tangible information for compliance and/or archival purposes. The requirements of this paragraph 15 shall remain in effect as long as the Holders are a holder of personal data under this Agreement. Contractor's responsibilities under this Paragraph 15 shall survive the expiration or termination of this Agreement.

16. Binding Agreement. This Agreement is binding on the parties' officers, employees, agents, principals, successors, and assigns.

17. Compliance with Law. Contractor shall comply with all applicable provisions of local, state, or federal law, regulation, or ordinance.

18. Authority. The parties hereto represent and warrant each to the other that they have the authority to enter into this Agreement and that the person executing this Agreement for each is duly authorized to do so.

19. No Assignment. This Agreement may not be assigned, or otherwise transferred by Contractor, without the express prior written consent of BHA.

20. Complete Agreement. This Agreement represents the final, complete and exclusive written expression of the intentions of the parties hereto with respect to its subject matter, and supersedes any and all previous communications, representations, agreements, promises or statements, either oral or written, by or between the parties.

21. No Modification. This Agreement may not be modified, except by written agreement executed by all the parties.

22. Independent Contractors. The parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture, or agency agreement between the parties and no party shall have the power to bind the other in any respect.

23. Governing Law; Venue. It is the intention of the parties that the internal laws of the Commonwealth of Massachusetts shall govern the validity of this Agreement and the interpretation of the rights and duties of the parties hereunder. All actions arising under or as a result of this Agreement shall be brought in the state or federal courts located in Boston, Massachusetts.

24. Counterparts. This Agreement may be executed in one or more counterparts (including by telecopy), each of which, when so executed and delivered, shall be deemed to be an original, but all of which shall together constitute one agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

BOSTON HOUSING AUTHORITY

By: _____

Name:

Title: Administrator/CEO

CRITTENTON WOMEN'S UNION, INC.

By: _____

Name:

Title: President /CEO

WEST BROADWAY TASK FORCE, INC.

By: _____

Name

Title: Executive Director

EXHIBIT A

CAREER FAMILY OPPORTUNITY PROGRAM MODEL

EXHIBIT B
PROGRAM BUDGET

EXHIBIT C
CERTIFICATES OF INSURANCE