



MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (this “Agreement”) is made and entered as of [date], 2018 by _____ and POAH Communities, LLC., a Delaware limited liability company, having its principal office at 40 Court Street, Suite 700, Boston, MA 02108 (“POAH COMMUNITIES”) as Management Agent for [site name] Associates, LLC, owner of [site name] Preservation Associates Limited Partnership, owner of [site name] Apartments.

The purpose of this Memorandum of Agreement is to establish and maintain a collaborative partnership at [site name] Apartments. _____ and POAH COMMUNITIES staff mutually agree that maintaining stable resident tenancy is in the best interest of both the resident and [site name] Apartments. Both parties understand their separate and distinct responsibilities, while working together to the fullest extent possible to ensure the success of the partnership

NOW THEREFORE, this [date] day of [month] 2018, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Parties:

Contractor: POAH Communities, LLC.
40 Court St. Suite 700
Boston, MA 02108

Contact Info: Julianna Stuart
Director of Community Impact
40 Court St. Suite 700
Boston, MA 02108
(617) 459-2794
jstuart@poahcommunities.com

Vendor:

Contact Info:

2. ROLES & RESPONSIBILITIES

For a detailed description of the project, please see the attached Scope of Work.

POAH COMMUNITIES shall:

MOA between POAH COMMUNITIES and _____, 2018

Support and facilitate the goals and objectives of the partnership by providing the following:

- Access to all buildings onsite as well as access to relevant work spaces within the buildings, including community or programming spaces. The property manager will have access to all relevant workspace as well, at all times.
- As applicable, 1 parking space per contracted service provider at all times
- Good faith effort from maintenance staff in setting up and tearing down necessary furniture for programming events, if given appropriate prior notice.
- Access to a computer, printer, telephone, and internet. POAH COMMUNITIES shall also provide IT support for equipment provided by POAH COMMUNITIES.
- Communication and collaboration in practice and review of the program. This includes relevant referrals and information applicable and necessary to the work of the program.

3. PROGRAM EVALUATION

_____ and POAH COMMUNITIES will meet regularly to evaluate the partnership. The frequency of these meetings will be determined by both parties upon the contract execution date. The evaluation is intended to understand the impact of the partnership on both resident outcomes and property performance.

It is POAH COMMUNITIES' expectation that _____ will track their work so that it can be shared and evaluated by POAH COMMUNITIES. Specific information regarding performance metrics are detailed in the attached Scope of Work.

4. DURATION OF AGREEMENT

This Agreement shall be effective from [start date] 2018 to [end date], 2019. Either party may terminate this agreement if the other party fails substantially to perform a material obligation in this agreement and fails to cure identified defaults within thirty (45) days of receiving written notice of default. Notwithstanding the foregoing, either party may terminate this agreement without cause upon provision of written notice to the other at least sixty (30) calendar days before its effective date, and _____ shall be entitled to payment for all accepted work hereunder. Whether or not cause to terminate exists under any other provision, a party may elect to terminate without cause.

5. EARNED TIME OFF, HOLIDAYS, AND OFF SITE HOURS

In order for POAH COMMUNITIES to understand when the service provider will be on site and working, _____ agrees to provide the following, where applicable, prior to contract signature:

- Holiday calendar detailing which days are organization-wide holidays for the remainder of the year
- List of recurring weekly, monthly, or quarterly off-site meetings that the service provider is required to attend by their employer
- Submit written notice of vacations, leaves or other planned absences at least 2 weeks in advance

6. FINANCIAL OBLIGATIONS

_____ will submit itemized invoices directly to POAH COMMUNITIES on a monthly basis at the rate of one twelfth of the annual contract rate of the attached budget. POAH COMMUNITIES will mail a company check to _____ within 30 days of the receipt of an invoice for the work performed by _____ in the preceding month. This budget will be reviewed after 12 months of program implementation.

_____ shall review and submit all billing and program reports required by funding sources, monitoring entities, POAH COMMUNITIES and POAH and ensure that all funding is administered professionally and in accordance with the funding provider's requirements.

7. INSURANCE

_____ shall, at _____'s own cost and expense, maintain and keep in force the following insurance coverages:

- i. General liability insurance with minimum limits of liability of \$1,000,000.00 for each occurrence and \$2,000,000.00 general policy aggregate with sexual molestation/assault coverage;
- ii. Sexual molestation/assault liability insurance with minimum limits of liability of \$1,000,000.00 for each occurrence and \$2,000,000.00 general policy aggregate;
- iii. Automobile liability insurance for all owned, leased, non-owned and hired vehicles (The minimum limit of liability shall be \$1,000,000.00 for each accident, combined single limit for bodily injury and property damage);
- iv. Workers' compensation insurance providing statutory coverage and employers liability insurance with minimum limits \$500,000.00 per accident for bodily injury by accident and per employee for bodily injury by disease; and
- v. Umbrella liability insurance in with minimum occurrence and aggregate limit of Five Million and 00/100 Dollars (\$5,000,000.00), providing following form coverage over the underlying general liability and automobile liability insurance policies described above.

Each of the general liability, automobile liability, workers' compensation, umbrella and excess liability insurance liability coverages described above must name POAH Communities, LLC., the Additional Insureds as defined below as additional insureds and must be purchased from insurance companies licensed to do business in the State of [state where site is located]. _____ shall

deliver certificates of the above-referenced insurance to POAH Communities, LLC., before the commencement of the work or services under the Agreement.

To the fullest extent permitted by law, _____ agrees to indemnify, defend and hold harmless POAH COMMUNITIES, _____ Preservation Associates Limited Partnership, LLC, partners, parent companies, subsidiary companies, employees, agents, directors, officers and affiliates (collectively the “Additional Insureds”) from any claims, damages, losses, fines, penalties, costs and expenses (including reasonable attorneys’ fees), arising directly or indirectly from _____’s performance of the work or services provided under the Agreement or by a breach by _____ of its obligations hereunder.

In no event shall POAH COMMUNITIES be liable to _____ for consequential, incidental or indirect damages resulting from, or connected with, POAH COMMUNITIES’s performance of its obligations under the Agreement.

If _____ coordinates any field trips, _____ will provide a licensed driver with a good driving record, will provide written proof of such driving record and a certificate of insurance to the POAH Communities staff contact listed above, and will obtain all releases.

8. PROGRAM & STAFF SUPERVISION

_____ will provide trained staff that have been selected through the _____’s standard hiring practices and have passed a criminal background check, such check utilizing standards at least as rigorous as those commonly used in the same industry. POAH COMMUNITIES shall rely upon the verification from _____. If _____ does not require their employees to go through a background check process the individuals that will be working on site are required to pass the POAH COMMUNITIES background check process.

In the event that POAH COMMUNITIES advises _____ of any reasonable concerns POAH COMMUNITIES may have regarding any of the _____ staff providing services under this Agreement, _____ shall cooperate with POAH COMMUNITIES to take any action reasonably necessary to address such concerns, including, without limitation, replacing any such staff with staff reasonably acceptable to both _____ and POAH COMMUNITIES. In such event, the staff who have been replaced will no longer take part in any services being provided hereunder.

_____ will provide supervision, professional development and training opportunities for the program staff. _____ will be responsible for any costs associated with professional development beyond regular supervision, including conference attendance, membership fees, etc.

POAH will provide ongoing communication to the _____ supervisor regarding program performance of on-site staff in the form of a structured quarterly phone call and annual site visit.

9. AGENCY PROCEDURES

_____ will use its registration and associated forms, including photo and video releases and emergency contact information and will, upon request, provide copies of any and all such documents for POAH COMMUNITIES staff. _____ is prohibited from using resident photos/video without express written permission from such resident or such resident's guardian. _____ will also gather liability releases and other appropriate documentation, including health /medical forms, if necessary, from each participant and provide them to POAH COMMUNITIES staff. _____ will keep attendance, sign-in/sign-out records and provide them to POAH COMMUNITIES staff via the PI database.

10. LEGAL COMPLIANCE

The program will be accessible to all residents of _____ Apartments, with no exception taken towards residents with special needs or disabilities.

_____ and POAH COMMUNITIES shall comply with all applicable local and state regulations including those provisions regarding licensure and exemption, staff qualifications, Criminal Offender Records Information (CORI) checks or equivalent as required under state law, and Sexual Offender Records Information (SORI) checks or equivalent as required under state law.

11. BREACH OF AGREEMENT

Either party shall be in breach of this Agreement in the event such party fails to perform or observe any material requirement, term or condition of this Agreement.

12. NOTICES

Any notices to be given under this Agreement shall be in writing and shall be sent by certified mail, or overnight delivery service, to the address set forth for the parties in Section 1 of this Agreement, and, with respect to notices given to POAH COMMUNITIES, with a copy sent to the following address:

Preservation of Affordable Housing, Inc.
40 Court Street, Suite 700,
Boston, Massachusetts 02108
Attn: Legal Department.

All notices shall be effective as of the date which is one business day after the date such notice is deposited for certified or overnight delivery.

13. EFFECTIVE DATE AND SIGNATURE:

The Effective Date of this Agreement shall be the date set forth on page 1 hereof. Each party hereto represents and warrants to the other that the person executing this Agreement on behalf of such party has the full power and authority to do so.

14. MODIFICATION:

MOA between POAH COMMUNITIES and _____, 2018

This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior dealings between them with respect to such subject matter. No subsequent amendment or other modification to this Agreement shall be binding upon either party, unless written and executed by both POAH COMMUNITIES and _____.

15. GOVERNING LAW AND VENUE:

The internal laws of the State of [state where site is located] shall govern the validity, construction, enforcement, and interpretation of this Agreement. All disputes related to this Agreement shall be tried in [state where site is located] state courts or United States federal courts situated in the appropriate district in [state where site is located]

16. Signature/Date:

[Insert Partner Org]

Signature: _____

Name: _____

Title: _____

Date: _____

POAH COMMUNITIES:

Signature: _____

Name: _____

Title: _____

Date: _____

Scope of Work - Template

Purpose of the partnership (What is the objective of this program/partnership?)

Summary of services (What are the roles and responsibilities of the partner?)

Expectations of POAH Communities (What are the roles and responsibilities of POAH Communities, not identified in the core contract?)

Fees/Budget (What will POAH Communities pay the partner for this program/service? Is there a grant or funding source tied to this partnership? If so, include expectations on adhering to the requirement/guidelines of the funder)

Deliverables (What will the program achieve? How will the partnership be evaluated? Will the partner be using PI? If so, what are they expected to enter into PI? When will they be trained?)