

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made as of this 2 day of February, 2018 between the Town of Natick, Massachusetts ("The Town") acting by its Board of Selectmen, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, and the Friends of Natick Senior Center, Inc. ("the Friends"), a Massachusetts corporation with a principal place of business at 117 East Central Street, Natick MA 01760.

1. INTRODUCTION

In the interest of supporting programs which improve the nutritional and social well being of Natick residents, in this case principally Natick's elder population, the Town will provide kitchen, dining and office space at the Community-Senior Center to the Friends so that they may run a program entitled "The Lincoln Café." Such space will be provided free of charge.

2. ADMINISTRATIVE AND OPERATION REQUIREMENTS

- a. The Friends shall oversee the operation of the Lincoln Café project which will provide healthful, affordable meals to any interested individual.
- b. The Friends shall be responsible for the safe and healthful preparation of lunchtime meals in compliance with all local and state-wide health regulations. All food is to be prepared on-site by Serve Safe trained staff. Program volunteers assisting with preparation shall be supervised at all times by Serve Safe personnel. All individuals participating in the preparation of meals shall have completed Allergen Awareness training. At least one person per shift shall be Choke Saver certified.
- c. Any employee(s) of the Friends shall be fully vetted, compensated and properly classified as regular employee(s) of the Friends. The Friends shall ensure that all required paperwork, withholdings, etc. are in order in compliance with State law.
- d. The Lincoln Café project will share space with many others including but not necessarily limited to: the Home Delivered Meals and Congregate Meals Programs as well as Council on Aging/Senior Center participants who wish to eat their brown bag lunch in the dining room. The Friends shall ensure that the dining room remains an open and welcoming place for all.
- e. The Friends shall operate the Lincoln Café from 11:00 AM – 2:00 PM Monday through Friday, except in the summer when the project will not open on Fridays. The Town recognizes that program preparation will require staff and volunteers to occupy the kitchen and dining room beginning at or around 10:00 AM.
- f. Operating in a public facility, the Lincoln Café project will at times be unable to occupy the dining and kitchen facilities. Such examples would be local, state and federal elections, designated holidays, weather emergencies and the like. Determination of the need to close the café will rest solely with Town of Natick

- Director of Community Services ("the Director of Community Services") or his/her designee and is not negotiable.
- g. The Friends shall work cooperatively with Town of Natick Department of Community Services' ("the Department of Community Services") staff for the proper use of any/all space provided for their use. Expansion of Lincoln Café programming which extends hours or increases the use of space requires the express permission of the Department of Community Services staff.
 - h. The Friends shall operate the Lincoln Café project within the confines of the Community-Senior Center; a facility under the management of the Department of Community Services. The Director of Community Services and or her/his designee is solely responsible for all decisions regarding the use of such kitchen, dining and office space.

3. TERM OF MOU

The term of this MOU shall be one (1) year. The term of this MOU may be extended upon written agreement of the parties. Breach by the Friends of any provision of this MOU which is not cured to the satisfaction of the Town will be basis for termination of this MOU upon written notice from the Town to the Friends.

Either the Town or the Friends may terminate this MOU at any time upon written notice to the other party.

4. COMPLIANCE WITH LAW

The Friends shall comply with all provisions of law applicable to its work including without limitation statutes, by-laws, rules, regulations, orders and directives, and including, without limitation the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. This MOU shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

5. DELAYS

Except as specifically set forth in this MOU, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

6. INSURANCE

The Friends shall provide and maintain throughout the term of this MOU and any extension or renewal thereof workers' compensation insurance as required by Massachusetts law and employer's liability insurance in the amount of Five Hundred Thousand Dollars/Five Hundred Thousand Dollars/Five Hundred Thousand Dollars (\$500,000/ \$500,000/\$500,000) and commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place".

The Town shall be named as an additional insured on each such policy of insurance. The Friends shall provide to the Town at the time of execution of this MOU an endorsement to each applicable policy of insurance which confirms that the Town of Natick has been named as an additional insured on each such policy.

No insurance shall be obtained from an insurer which:

- a. is not licensed to transact business or sell insurance in Massachusetts; or
- b. is not authorized to provide insurance as an excess or surplus lines insurer in Massachusetts, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance shall be deemed a material breach of this MOU and shall be grounds for immediate termination thereof, at the discretion of, and upon written notice from, the Natick Board of Selectmen.

7. INDEMNIFICATION

The Friends shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the Friends work. The Friends shall indemnify, defend and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages and liability of any kind, including without limitation consequential damages, attorney's fees, collection fees and interest arising out of or resulting directly or indirectly from the services to be performed pursuant to this MOU, provided that any such claim, cause of action, suit, cost, demand, damage or liability, (1) in any way grows out of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Friends, anyone directly or indirectly employed by any of them or anyone

for whose acts or omissions any of them may be liable. Said costs shall include without limitation reasonable legal costs, collection fees and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit. At the written request of the Town the Friends shall, at its own expense, defend the Town in any claim, action or suit that may be instituted by reason of any such misconduct, act, omission, infringement or use.

8. INDEPENDENT CONTRACTOR STATUS

The Friends shall provide services under this MOU as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Friends shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

9. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The Friends hereby acknowledge that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Friends is prohibited on Town property which is the subject matter of this MOU and during all hours of work under this MOU. If any officer, employee, agent, or representative of the Friends violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Friends shall not be permitted to return to work on this MOU. Under such circumstances, the Friends shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this MOU.

10. NO SMOKING

Pursuant to Massachusetts General Laws (M.G.L.) c.270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Friends, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

11. CRIMINAL BACKGROUND SCREENING

No employee or volunteer of the Friends shall perform services under this MOU unless such employee or volunteer passed a criminal background screen conducted by or on behalf of the Town. In the event that any employee or volunteer refuses to permit such criminal background screen to be performed, the Friends shall not assign such employee or volunteer to perform services for the Friends, and such employee or volunteer shall not be authorized to perform services for the Friends.

12. NOTICES

Except as otherwise provided in this MOU all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 12.

If to the Town: Natick Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Friends: President
Friends of Natick Senior Center, Inc.
117 East Central Street
Natick, MA 01760

13. MISCELLANEOUS PROVISIONS

- a. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under this MOU, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing by the parties. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Friends shall constitute a waiver of any subsequent default or breach.
- b. The Friends acknowledge that it has not been influenced to enter into this MOU, nor have the Friends relied upon any warranties or representations not set forth in this MOU.
- c. The Friends shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- d. Prior to commencing services under this MOU, the Friends shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal officers, employees or representatives of its business who are to be contacted in the event of an after-hours emergency.

- e. By entering into this MOU, the Friends certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- f. The Friends understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Friends with respect to the services required to be provided under this MOU. The Friends and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- g. The Friends shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment or volunteer service; employment upgrading; transfer; demotion; layoff; and termination. The Friends shall take affirmative actions to insure that applicants are employed, and that employees and volunteers are treated during their employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- h. The Friends shall not assign or subcontract in whole or in part this MOU or in any way transfer any interest in this MOU without the prior express written approval of the Town.
- i. This MOU may be amended only by written consent of the parties.
- j. This MOU constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this MOU. When executed, this MOU supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- k. If any provision, or portion thereof, of this MOU shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

- l. The provisions of this MOU shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- m. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- n. This MOU is executed in duplicate as a sealed instrument.

The Town of Natick, Massachusetts
by: The Natick Board of Selectmen

Jonathan Freedman, Chairman

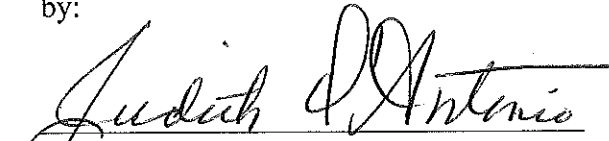
Susan Salamoff, Vice Chairman

Richard P. Jennett, Jr., Clerk

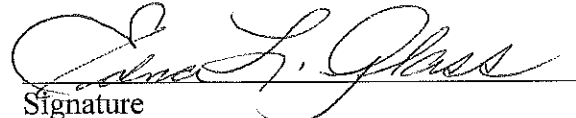
Amy K. Mistrot, Member

Michael J. Hickey, Jr., Member

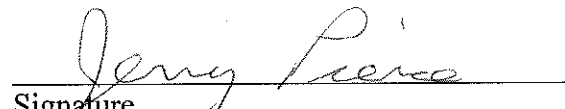
Friends of Natick Senior Center, Inc.
by:



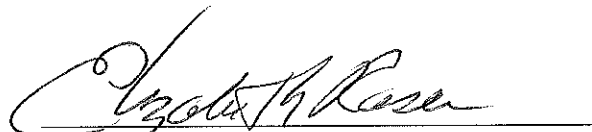
Signature
Judith D'Antonio, President



Signature
Edna Glass, Vice President



Signature
Jerry Pierce, Treasurer



Signature
Elizabeth Rosa, Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fair & Yeager Insurance 10 Main Street Natick MA 01760	CONTACT NAME: Brenda Hovey	
	PHONE (A/C, No, Ext): (508) 653-3131	FAX (A/C, No): (508) 651-0129
	E-MAIL ADDRESS: bhovey@fyins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great American Insurance Company of	
	INSURER B: Ohio Security Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 17-18**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PAC0736810-05	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWO(18) 57121413	12/9/2017	12/9/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N <input type="checkbox"/> A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, forms, and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Natick
13 East Central Street
Natick, MA 01760

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Fair III/BRENDA

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Coverage Is Provided In:

The Ohio Casualty Insurance Company

Policy Number:

XWO (17) 57 12 14 13

Prior Policy Number:

XWS (16) 57 12 14 13

NCCI Co. No. 11363

**Workers Compensation and
Employers Liability Insurance Policy
Information Page****ITEM 1: The Insured & Mailing Address**FRIENDS OF NATICK SENIOR CENTER
117 E Central St
Natick, MA 01760**Agent Mailing Address & Phone No.**(508) 653-3131
FAIR & YEAGER INS AGENCY INC
10 MAIN ST
NATICK, MA 01760-4530☒ **Individual** ☐ **Partnership**
Corporation or

FEIN: 046571234

NAICS: 722511

Other workplaces not shown above:

ITEM 2 The policy period is from 12/09/2016 to 12/09/2017 12:01 am Standard Time at the insured's mailing address.**ITEM 3 A. Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here: MA**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	policy limit
Bodily Injury by Disease	\$500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: See Extension of Information Page**D. This policy includes these endorsements and schedules:** See Policy Forms and Endorsements Summary**ITEM 4** The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis - Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
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See Extension of Information Page(s)

Total Estimated Annual Premium \$374.00

Total Surcharges and Assessments \$8.00

Minimum Premium \$267.00 MA Total Estimated Cost \$382.00

If indicated below, interim adjustments of premiums shall be made.

Deposit Premium \$382.00

Servicing Office and Issue Date Mass/Connecticut/Rhode Island 10/10/16

Countersigned by: _____

To report a claim, call your Agent or 1-800-362-0000

WC 00 00 01 A (WC 30 10 E)