

**Legend:**

CAA1 = CAA performing services

CAA2 = CAA requesting services

**MANAGEMENT AGREEMENT**

This MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this [REDACTED] by and between CAA2, a [REDACTED] nonprofit Corporation, with a principal place of business at [REDACTED], and CAA1, a [REDACTED] nonprofit Corporation with a principal place of business at [REDACTED] (the "Managing Agent").

**WITNESSETH:**

WHEREAS, CAA2 (hereinafter "CAA2") is a nonprofit corporation designated by the State of [REDACTED] as an "eligible entity" under the Federal Community Services Block Grant Legislation, and administers and manages specified programs. These programs are specified in Exhibit A attached hereto (collectively referred to as the "CAA2 Programs") in [REDACTED] County, State of [REDACTED]. The use of the term CAA2 shall also include the entity [REDACTED] Community Housing, Inc.; and

WHEREAS, CAA1 (hereinafter "CAA1") is a nonprofit corporation designated by the State of [REDACTED] as an "eligible entity" under the Federal Community Services Block Grant Legislation, including but not limited to CSBG, Head Start, LIHEAP, Weatherization, WIC, and Employment Training in [REDACTED] County, State of [REDACTED]; and

WHEREAS, CAA2 wishes to retain the services of CAA1 to manage, operate, maintain, and service the Administration and Programs of CAA2; and

Whereas CAA1 is willing to perform such services;

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

**1. APPOINTMENT OF MANAGER**

**1.1 Appointment.** CAA2 hereby appoints CAA1 as its exclusive manager for all CAA2 Programs upon the terms and conditions set forth herein and CAA1 does hereby accept such appointment.

**1.2 Tax Identification Numbers.** CAA2's Taxpayer Identification number is [REDACTED]; CAA1's Taxpayer Identification number is [REDACTED]. Both parties represent and warrant that they are a valid existing [REDACTED] nonprofit corporations in good standing and have valid 501(c)(3) status with the Internal Revenue Service. Each party shall continue to maintain that status during the duration of this Agreement at its sole cost and expense.

## 2. MANAGEMENT SERVICES OF MANAGER

### 2.1 Orientation.

(a) CAA1 hereby acknowledges receipt of certain books and records of the operation of CAA2, all accountings, and personal property of CAA2 and all contracts relating to the maintenance, operations of all CAA2 Programs.

(b) **Itemized Receipt.** After the effective date of this Agreement, upon request of CAA2, CAA1 shall prepare and submit to CAA2 a current list of all books, records, and accounting held by CAA1, a list of all service contracts and a complete inventory of all personal property and income received by CAA1 as it pertains to CAA2 Programs.

(c) **Management of CAA2 Programs.** CAA1 shall devote reasonable time and effort and shall perform its duties hereunder in a diligent manner so as to operate, maintain, and service the CAA2 Programs. CAA1 shall have sole and exclusive discretion to conduct the operations and maintenance of the approved CAA2 Programs, provided that CAA1 is reasonable and prudent in making its decisions and said decisions are made in good faith. Notwithstanding, CAA2 shall retain the right to set policy and priorities for the direction of CAA2, approve budgets, approve specific grants, and to set the strategic planning of the agency.

**2.2 Specific Duties of Manager.** Without limiting the duties and obligations of CAA1 under any provisions of this Agreement, CAA1 shall have the following duties and perform the following services to the extent that CAA1 is in possession of sufficient funds. The respective roles and obligations under this Agreement are further specified in Exhibit B attached hereto:

(a) **Monies Collected.** Collect all rent, income subsidiaries, or other income due from lessees, sublessees, concessionaires, grants, federal, state or local funding sources, and other sums due to CAA2 with respect to the CAA2 Programs in the ordinary course of business. CAA2 authorizes CAA1 to request, demand, collect, and receive such income and to institute all litigation, arbitration appeals or other proceedings in the name of CAA2, including reasonable attorney fees. Monies collected by CAA1 shall be deposited into a separate account established by CAA1 held in pursuant to the terms of this Agreement by CAA1 for CAA2. If at any time, the account balance is insufficient to pay the debts of the CAA2 Programs, as set forth herein, CAA1, may, but shall not be obligated to, loan the account such other funds as may be determined by CAA1. Said amounts shall be repaid to CAA1 by CAA2 or by offsets to income into the account from other income sources as soon as possible in the discretion of CAA1. The allocation of all funds collected hereunder shall be in accordance with the requirements of its funding source and to the extent permitted thereto CAA1 may obtain reimbursement for its expenses and advances provided for under this Agreement from such funds. In the event the funds are unable to be paid, CAA2 shall execute a promissory note to CAA1 for the repayment of said funds under such terms and conditions as reasonably determined by CAA1 and CAA2, but shall not include any interest provisions.



(b) **Contract and Lease Obligations.** To the extent that monies are available from the CAA2 Programs, CAA1 shall duly and punctually perform and comply with all of the obligations, terms and conditions required to be performed under contracts and leases entered into and in effect at the Commencement Date of this Agreement. CAA2 shall cooperate with CAA1 in providing copies of all relevant contracts and leases hereunder. After payment of all obligations of CAA2 and after establishing a reasonable cash reserve as determined by CAA1, any balance remaining shall be forwarded to CAA2 on an annual basis.

(c) **Taxes and Insurance.** CAA1 shall pay when due, to the extent funds are available, for the insurance policies and taxes owed by CAA2 during the term of this Agreement.

(d) **Repairs and Maintenance.** To the extent that funds are available from the operation of CAA2 Programs, CAA1 shall provide reasonable repairs and maintenance requested by CAA2. Any repairs or maintenance requested over a budgeted allowance or on an emergency basis shall be provided by CAA2.

(e) **Equipment and Supplies.** CAA1 shall make all arrangements for the furnishing to the CAA2 Programs of utility, maintenance and other services and for the acquisition of supplies as necessary for the management, operation, maintenance, and servicing of the CAA2 Programs.

(f) **Insurance Coverage.** CAA1 shall, cause to be placed and kept in force all forms of insurance required by law or may be required to protect CAA2 or any mortgagee, including but not limited to public liability insurance, workers compensation insurance, automobile insurance, fire and extended coverage insurance, burglary and theft insurance, and boiler insurance. All insurance coverage shall be placed with such companies, in such amounts, and with such beneficial interest appearing therein as shall be acceptable to CAA2 and otherwise be in conformity with the requirements of good business practices or any mortgage covering the CAA2 Programs, and, anything herein to the contrary notwithstanding, it is understood and agreed that CAA1 shall have the responsibility, obligation or liability for determining the amount or type of insurance which is required with respect to the CAA2 Programs. CAA1 shall promptly investigate and make a full timely written report to the applicable insurance company, with a copy to CAA2, as to all accidents, claims or damage relating to the ownership, operation and maintenance of the CAA2 Programs, any damage or destruction to CAA2 and the estimated cost of repair thereof, and shall prepare any and all reports required by any insurance company in connection therewith. All such response shall be filed timely with the insurance company as required under the terms of the insurance policy involved. CAA1 shall have the right to settle, compromise or otherwise dispose of any claims, damages or liabilities, whether or not covered by insurance, upon the reasonable consent of CAA2. CAA1 shall be named as an additional insured on CAA2 insurance policy or policies carried by it with respect to the CAA2 Programs and/or buildings.

(g) **Other Services.** CAA1 shall perform all other services necessary to comply with the provisions of this Agreement. If CAA1 provides any services to CAA2 or any lessees or sublessees of the CAA2 Programs which are not provided for in this Agreement and for which a separate charge is made, then such separate charge shall be retained for the account of CAA1, all as more fully set forth below; provided, that CAA1 shall notify CAA2 prior to providing such

special services to any lessee or sublessee; and provided, further, that any special fees payable by CAA2 for such special services shall be subject to the mutual agreement of CAA2 and CAA1 .

(h) **Assignment.** CAA2 shall designate CAA1 as its property manager for real estate that is the subject of CAA2's role as general partner in the low income project known as [REDACTED]. CAA2 shall cooperate with CAA1 in executing any documentation necessary to carry out this responsibility.

**2.3 Compliance with Laws.** Each party agrees to comply with all federal, state and local laws and regulations applicable to this Agreement.

#### **2.4 Warranty and Indemnification.**

(a) **Warranty.** CAA1 warrants and represents that it has the proper skill, training and background to perform services hereunder in a competent and professional manner and that all services will be performed in accordance with this Agreement. It is understood and agreed that CAA1 makes no representations or warranties with respect to the profitability of the CAA2 Programs. Section 2.4 shall survive termination of this Agreement.

#### **(b) Indemnification.**

CAA2, agrees to defend, hold harmless and indemnify CAA1, its directors, officers, members, employees, affiliates and agents for and with respect to any claim, liability, loss, cost, damage or expense (including, but not limited to, attorney's fees, court costs and costs of investigation) arising prior to the Commencement Date of this Agreement in connection with the CAA2 Programs.

CAA1 agrees to defend, hold harmless, and indemnify CAA2, its affiliates, directors, officers, members, employees, affiliates and agents for and with respect to any claim, liability, loss, cost, damage or expense (including, but not limited to, attorney's fees, court costs and costs of investigation) incurred by reason CAA1's act or omission in the performance of its obligations under this Agreement, unless arising out of or resulting from the negligence or intentional misconduct of or breach by CAA2, its employees, agents or members in the performance of CAA2's obligations hereunder.

### **3. AUTHORITY OF MANAGER**

**3.1 Manager's Representative.** CAA1 initial representative shall be [REDACTED] (hereinafter referred to as the "Representative"). All management employees of CAA1, including the Representative, shall be authorized to act as CAA2's agents. CAA1 reserves the right to appoint a substitute representative who shall be acceptable to the CAA2; provided, that the CAA2 shall have fourteen (14) days from receipt of written notice of such substitute representative within which to approve or reject said substitute representative. A failure or refusal to approve or reject said substitute representative within said time shall be deemed approval.



**3.2 Execution of Contracts.** CAA1 shall execute all contracts, agreements, and other documents in furtherance of its duties under this Agreement and may undertake action necessary in the performance of its obligations for the maintenance or operation of the CAA2 Programs as an agent of CAA2, as follows and as may be appropriate and to the extent the funds are available.

**3.3 Contracts and Agreement.** The CAA1 shall not execute and enter into and bind CAA2 Programs with respect to any contract or agreement having a term in excess of 3 years, without the prior written consent of CAA2, including but not limited to contracts and agreements on behalf of CAA2 for the management, operation, maintenance and servicing of the CAA2 Programs and the acquisition of utility, maintenance or other services or the furnishing of services to lessees or sublessees in the CAA2 Programs and in the case of casualty, breakdown in machinery or other similar emergency, if in the reasonable opinion of the CAA1 emergency action prior to written approval is necessary to prevent additional damage or loss of life or personal injury or a greater total expenditure or to protect the CAA2 Programs from damage or prevent a default on the part of CAA2 as landlord under leases or the Basic Documents, in which event such action shall be taken only in concert with prompt notification by the CAA1 to CAA2.

#### **4. COMPENSATION FOR MANAGEMENT SERVICES**

**4.1 Management Fees.** CAA1 shall receive no management fees for services under this Agreement.

#### **5. ACCOUNTING, RECORDS, REPORT'S**

**5.1 Records.** CAA1 shall maintain its standard comprehensive system of office records, books and accounts. CAA2 and others designated by the CAA2 shall have at all times access to such records, accounts and books and to all vouchers, files and all other material pertaining to the CAA2 Programs and this Agreement, all of which CAA1 agrees to keep safe, available and separate from any records not having to do with the CAA2 Programs. CAA1 shall keep all such accounting records in accordance with generally accepted accounting principles and OMB Circular A-133.

**5.2 Monthly Reports.** On or before the 30<sup>th</sup> day of each month during the term of this Agreement, CAA1 shall deliver to CAA2 (i) a Profit and Loss Statement representing the income collected and payment of operating expenses for the CAA2 Programs; (ii) a capital expenditure journal; (iii) an operating expense journal; (iv) a delinquency report for the preceding calendar month; and (v) any other report reasonably requested and related to the CAA2 Programs and in furtherance of CAA2's fiduciary duties related thereto.

#### **5.3 Annual Budgets.**

(a) **Delivery of Budget.** No later than June 30<sup>th</sup> of each year, CAA1 shall deliver to CAA2 a statement setting forth in detail the estimated receipts and the estimated amounts required to be expended, on a cash basis, during the next succeeding calendar year, by CAA1 in the performance of its duties hereunder, including without limitation the payment of real estate

taxes, assessments, insurance premiums and maintenance and other expenses relating to the CAA2 Programs operations. CAA1 shall further provide such other financial information as is reasonably requested by the CAA2 Programs.

(b) **Approval.** Within thirty (30) days of receipt of the above statement, CAA2 shall either approve the same or provide CAA1 with written notice setting forth those items which are unacceptable to CAA2 or advising CAA1 as to what additional information is required. Failure to provide such notice to CAA1 within said thirty (30) day period shall be deemed approval of the statement by CAA2. Upon such approval, or in the event CAA2 shall fail to provide notice to CAA1 as set forth above, CAA1 shall be authorized to operate and manage the CAA2 Programs in accordance with the budget provided to CAA2 for approval.

## **6. EXPENSES AND ADVANCES**

**6.1 Reimbursement For Expenses and Advances.** Any payments made by CAA1 in the performance of its duties and obligations under this Agreement shall be made solely out of such funds as CAA1 may from time to time hold on behalf of or as may be provided by CAA2 or CAA1. If CAA1 shall elect to advance any money in connection with the CAA2 Programs, CAA2 agrees to reimburse CAA1 forthwith and hereby authorizes CAA1 to deduct such advances from any monies due to CAA2. Such expenses and advances shall include: loans from CAA1 to CAA2, copies, express mail, certified mail, postage, overnight carriers, telefax, and long distance telephone calls.

## **7. TERM AND TERMINATION**

**7.1 Term.** This Agreement is for a term of [REDACTED], (the "Commencement Date") and terminating at midnight on [REDACTED], (the "Termination Date"). This Agreement shall continue after said Termination by mutual agreement of the parties, unless earlier terminated in accordance with Section 7.2 or 7.3 below.

**7.2 Termination by CAA2.** CAA2 may, at all times during the term of this Agreement, and any extension thereof, and upon not less than sixty (60) days prior written notice to CAA1, terminate this Agreement. All unpaid loans, advances, Administrative fees, un-reimbursed expenses and fees existing prior to the notice and accruing during the notice period shall be paid to CAA1 prior to termination.

**7.3 Termination by CAA1.** CAA1 may terminate this Agreement upon not less than sixty (60) days' prior written notice to CAA2 and all sums advanced by CAA1 shall be repaid and all unpaid administration fees shall be repaid prior to the termination date.

**7.4 CAA1 Obligations after Termination.** Upon the termination of this Agreement as provided above, CAA1 shall:

(a) **Deliver Records.** Deliver to CAA2, or such other person or persons designated by the Owner, copies of all books and records of the CAA2 Programs and all funds in the possession of CAA1



associated with the CAA2 Programs pursuant to the terms of this Agreement or of any of the Basic Documents, and

(b) **Assignment.** Assign, transfer or convey to such person or persons all service contracts and personal property relating to or used in the operation and maintenance of the CAA2 Programs, except any personal property which was paid for with funds of CAA1 independent of this Agreement and is owned by CAA1 .

(c) **Termination of Obligations; Right to Compensation.** Upon any termination pursuant to this Section 7, the obligations of the parties hereto shall cease as of the date specified in the notice of termination; provided that the CAA1 and CAA2 shall comply with the applicable provisions hereof; and provided further that CAA1 shall be entitled to receive any and all compensation which may be due CAA1 hereunder at the time of such termination or expiration. Such compensation shall include the Administrative Fees set forth in Section 4.1 above prorated to the date of termination, together with additional fees or reimbursements due to CAA1 .

(d) **Final Accounting.** Upon termination hereunder, CAA1 shall, within thirty (30) days of the date of expiration or termination of this Agreement, deliver to CAA2 the following (i) an accounting reflecting the balance of income and expenses of and from the CAA2 Programs to the date of termination or expiration of the Agreement; (ii) any balance of monies of the CAA2 Programs then held by CAA1 , and (iii) all leases, receipt for deposits, insurance policies, unpaid bills, correspondence and other documents which are the property of CAA2 in the possession of CAA1 .

CAA2 shall have the right to audit the finances of the CAA2 Programs upon termination or expiration of this Agreement and at once annually, by written notice to CAA1 sent within ninety (90) days after the receipt of the documents described in the previous paragraph, and such audit shall be conducted at CAA2's sole expense by an independent Certified Public Accountant. The audit shall be commenced not more than thirty (30) days after CAA2's audit notice, and shall be completed within thirty (30) days of when commenced subject to the reasonable cooperation of the CAA1 . CAA2 shall send CAA1 a copy of the audit results within thirty (30) days of completion of the audit. If the time periods set forth in this paragraph are not followed strictly and are not as a result of CAA1's failure to cooperate, then CAA2 shall be deemed to have waived its right to contest CAA1's statement of its accounting. If such an audit finds any material discrepancies, the parties agree to make adjustments to remedy any such discrepancies.

Upon successful completion of the above audit with no material discrepancies, or upon the expiration of said ninety (90) day period specified above, CAA1 shall be fully released by CAA2 from any and all liability and obligation to CAA2 under this Agreement relating to the accounting there under. CAA1 may retain copies of duplicates of all documents, accountings, leases, and other papers delivered to CAA2 that are required or to be maintained or retained under, or in order to comply with, the law of the state of [REDACTED]

## **8. INDEPENDENT CONTRACTORS**

(a) **Independent Contractors.** CAA1 and CAA2 are acting hereunder as independent contractors. CAA1 shall not be considered or deemed to be an agent, employee, joint venture, or partner of CAA2. If any federal, state or local government agency, any court or any other applicable entity determines that any such personnel of CAA2 is an employee of CAA1 for any purpose, CAA2 shall indemnify, defend and hold harmless CAA1, its officers and directors from all liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) associated with such determination unless arising out of or resulting from the negligence or intentional misconduct of or breach by CAA1, its employees, agents or members in the performance of CAA1's obligations hereunder. CAA1 shall be responsible for the conduct of its own personnel. CAA1 shall be responsible for all of its employees or employees of any affiliate and the supervision of all persons performing services in connection with the performance of all of CAA2's obligations relating to the maintenance and operation of the CAA2 Programs, and for determining the manner and time of performance of all acts hereunder. Nothing herein contained shall be construed to establish any employee of CAA1 as an employee of CAA2. CAA1 shall have full authority to hire and fire any employees or contractors of CAA2, associated with the CAA2 Programs, subject to any existing employment contract and personnel policies.

**9. DESIGNATED AGENT: NOTICES**

(a) **CAA2 Designated Agent.** CAA2 hereby designates [REDACTED] whose mailing address is [REDACTED], (the "Designated Agent) as the agent of CAA2 to whom CAA1 may deliver or mail all notices required or desired to be given CAA2 hereunder and from whom CAA1 shall receive all notices required or desired to be given by CAA2 hereunder, as set forth below. The delivery of notice or requests, correspondence, communication, consents, waivers or other matters to such Designated Agent, whether in person or by mail as set forth herein, and/or the service of process upon such Designated Agent shall be conclusively deemed as delivery of the same and service of process upon CAA2. The Designated Agent and/or office may be changed from time to time by the CAA2 upon not less than ten (10) days' prior written notice to CAA1.

(b) **Notices.** Unless other wise specifically provided, all notices, demands, statements and communications required or desired to be given hereunder shall be in writing and shall be sent by registered or certified mail, if intended for CAA2, addressed to the Designated Agent at the Designated Agent's address set forth above, with a copy to:

[REDACTED]  
[REDACTED]  
[REDACTED]

and if intended for CAA1, addressed to CAA1, at:

[REDACTED]  
[REDACTED]  
[REDACTED]



or to such other address or persons as shall from time to time have been designated by written notice by either party to the other party as herein provided.

#### **10. CAPTIONS; PLURAL INCLUDES SINGULAR**

The captions of this Agreement are inserted only for the purpose of convenient reference and do not defile, limit, or prescribe the scope or intent of this Agreement or any part hereof. Words used herein shall include both the plural and singular, and the male shall include the feminine and neuter genders.

#### **11. APPLICABLE LAW.**

This Agreement shall be construed in accordance with the laws of the State of [REDACTED].

#### **12. ENTIRE AGREEMENT.**

This Agreement embodies the entire understanding of the parties and there are no further agreements or understanding, written, or, in effect between the parties relating to the subject matter hereof. This Agreement may be amended only by an instrument in writing signed by CAA2 and CAA1 .

#### **13. HAZARDOUS SUBSTANCES.**

##### **13.1 Manager's Obligations.**

(a) **Presence and Use of Hazardous Substances.** CAA1 shall not knowingly and intentionally, without CAA2's prior written consent, keep on or around any real estate that is the subject of the CAA2 Programs, for use, disposal, treatment, generation, storage or sale any substances, wastes, or materials designated as, or containing components designated as hazardous, dangerous, toxic or harmful and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance in contravention of said laws. With respect to any such Hazardous Substance, CAA1 shall:

(i) Comply promptly, timely and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

(ii) Submit to CAA2 true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

(iii) Within five (5) days of CAA2's request, submit written reports to CAA2 regarding CAA1 's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to CAA2 of CAA1 's compliance with the applicable government regulations.;

(iv) Allow CAA2 or CAA2's representative to come on the area in which CAA1 is working or which is covered by this Agreement at all times to check CAA1 compliance with all applicable governmental regulations regarding Hazardous Substances;

(v) Comply with minimum levels, standards, or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the property housing CAA2 Programs, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Agreement); and

(vi) Comply with all applicable governmental rules, regulations and requirements regarding the proper and lawful use, sale transportation, generation, treatment, and disposal of Hazardous Substances.

**(b) Cleanup Costs, Default and Indemnification.**

(i) CAA1 shall be fully and completely liable to CAA2 for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to CAA1 intentional use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the property housing CAA2 Programs

(ii) CAA1 shall indemnify, defend and save CAA2, and CAA2's respective officers, directors, shareholders and employees, harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon CAA2 (as well as CAA2 attorneys' fees and costs) as a result of CAA1 , intentional use, disposal, transportation, generation and/or sale of Hazardous Substances.

(iii) Upon CAA1 default under this Section, in addition to the rights and remedies set forth elsewhere in this Agreement, CAA2 shall be entitled to the following rights and remedies:

(A) At CAA2 option, to terminate this Agreement immediately; and/or

(B) To recover any and all damages associated with the default, including, but not limited to, cleanup costs and charges, civil and criminal penalties and fees, loss of business by CAA2 and by tenants in the property housing the CAA2 Programs, any and all damages and claims asserted by third parties, and CAA2 attorneys' fees and costs.

**14. EQUAL OPPORTUNITY**

It is understood and agreed that CAA1 is an equal opportunity and non-discriminatory employer. CAA2 and CAA1 agree that there shall be no discrimination against, or segregation of, any person, or group of persons, on account of race, color, creed, religion, sex, age, sexual orientation, physical or mental disability, pregnancy, marital status, national origin or other legally protected characteristic in the lease, transfer, use, occupancy or enjoyment of the property housing CAA2 Programs nor shall the CAA2 or CAA1 permit any discrimination or segregation



with respect to the selection, location, number, use or occupancy of tenants of space within the property housing the CAA2 Programs.

#### **15. SEVERABILITY.**

If any one or more of the provisions of this Agreement, or the application thereof in any circumstance, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall be unimpaired and this Agreement shall continue in full force and effect, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

#### **16. WAIVER.**

The failure of either Party to insist upon strict performance or to seek remedy for breach of any term or condition of this Agreement, or to exercise any right, remedy or election set forth herein or permitted by law or equity, shall not constitute nor be construed as a waiver or relinquishment in the future of such term, condition, right, remedy or election. Any consent, waiver or approval by either Party of any act or matter shall not be effective unless made in writing and signed by an officer of the consenting, waiving or approving Party.

#### **17. FORCE MAJEURE.**

Neither Party shall be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction or act of government, or any other event beyond the reasonable control of that Party (an "Excusable Delay"). In the event an Excusable Delay continues for 30 days or longer, the other Party shall have the right, at its option, to immediately terminate this Agreement by giving the Party whose performance has failed or been delayed by the Excusable Delay written notice of such election to terminate.

#### **18. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each Party hereto. CAA1 may not assign, subcontract, delegate or otherwise convey this Agreement or any of its rights and obligations hereunder, to any entity without the prior written consent of CAA2, and any such attempted assignment, subcontracting, delegation or conveyance without consent shall be void.

#### **19. EXECUTION OF OTHER DOCUMENTS.**

The Parties agree to execute such further documents as may be permitted or required by law to implement the purposes, objectives, terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CAA2

[Redacted]

Witness

[Redacted]

By: [Redacted]

Its: [Redacted]

CAA1

[Redacted]

Witness

[Redacted]

By: [Redacted]

Its: [Redacted]



## Exhibit A

### CAA2 Programs

Individual Development Asset (IDA)

Earned Income Tax Credit (EITC)

Volunteer Income Tax Assistance (VITA)

Child Care Services

Child Care Resource and Referral (CCR&R)

Quality Early Learning Opportunity Initiative

Child and Adult Care Food Program (CACFP)

Literacy Services

Adult Basic Education

English for Speakers of Other Languages (ESOL)

Gift of Reading (GOR)

Reading is Fundamental (RIF)

Tales to Go (TTG)

COMPASS Youth

Head Start

Outreach Centers

Emergency Food Pantries

Emergency Food Assistance Program (EFAP)

Emergency Food Providers Network

Bread and Pastry Supplemental Food Program

Homeless Outreach Intervention Program (HOIP) (Stewart McKinney)

Homeless Prevention/Intervention Program (ESG) (EFSP)

Security Deposit Loan Program

■ Homeless Rental Guarantee Program (■)

Long Term Disaster Recovery

Holiday Program

Town Funding

Information and Referral

■  
WIA Adult Disadvantaged Worker

WIA Dislocated Worker

Workplace Success

Families at Work

Community Work Experience

Fuel Assistance Program (LIHEAP)

Electric Assistance Program (EAP)

Fuel Assistance Budget Counseling (Assurance 16)

Neighbor Helping Neighbor

Senior energy Assistance Services (SEAS)

Weatherization Assistance Program (WAP)

Heating Repair and Replacement Program (HRRP)

CORE Utility Program

HOME Rehabilitation Program

Energy Savers ■



Women Infants and Children

Family Support Program

Breast Feeding Connection

Farmers Market Nutrition Program

Fit-WIC

Commodity Supplemental Food Program (CSFP)

The [REDACTED] Program

[REDACTED] (20 units)

[REDACTED] Apartments (4 units)

[REDACTED] Community Housing

## Exhibit B

### Roles and Duties of CAA2 and CAA1 under the Management Agreement

CAA1 (“CAA1”):

- Manage, operate, maintain and service the administrative and fiscal functions of CAA2 including but not limited to administration, finance, accounting, human resources and information technology.
- Manage and operate all programs of CAA2 including but not limited to CSBG, Head Start, LIHEAP, Weatherization, WIC, and Employment Training as well as those programs described in Exhibit A.
- Hire, evaluate, compensate and terminate CAA2 staff within the approved budget of CAA2; establish the job descriptions, duties and responsibilities of all staff in accordance with policies as may be established by the Board of Directors.
- Organize agency programs, staffing resources, and management structure as necessary to operate programs in the most efficient and effective manner.
- Develop and recommend to CAA2's Board of Directors the annual budget and staffing plans, including recommendations for employee compensation and benefits and related policies.
- Provide financial reports to CAA2's Board of Directors consistent with section 5.2 of the Management Agreement.
- In consultation with the Board of Directors or the Board's Executive Committee, retain legal counsel, public relations counsel, and other consultants for CAA2.
- Recommend to the Board of Directors for its approval the selection of outside certified public accountants for CAA2.

The CAA2 Board of Directors (consistent with bylaws):

- Determine the organization's mission and purpose and provide leadership for CAA2's strategic and long range planning processes, thereby determining programmatic priorities..
- Ensure effective management of the agency (e.g., management agreement with CAA1, approval of the management representative assigned by CAA1, and selection of the Chief Executive of the agency, as applicable) and provide general oversight of agency management.



- Monitor program performance, compliance with grant and regulatory conditions, and progress toward organizational goals; evaluate effectiveness and impact of services and initiatives.
- Approve agency corporate, operational and system policies, including compensation, personnel management, financial management and others. Ensure that adequate policies and procedures exist to ensure compliance with local, state and federal laws and regulations.
- Provide appropriate financial oversight including development and approval of the annual budget, monitoring of the budget's implementation through timely review of financial statements, and selection and oversight of an independent auditor.
- Determine policies, rules and procedures for the conduct of Board business, and elect Board officers and other members of the Executive Committee.
- Provide leadership for and participate in agency fundraising efforts and expand community awareness of CAA<sup>2</sup>, building strategic relationships with individuals, groups and businesses in order to obtain needed resources.
- Develop and participate in public relations strategies, promote and disseminate information about the organization, and act as ambassadors and community representatives advocating on behalf of the agency to enhance the agency's public standing and ensure a healthy and accurate public image for the organization.
- Ensure legal and ethical integrity and accountability including adherence to local, state and federal laws,