

Exhibit 21

From: Vicki Gallon Clark <clarkv@bluehillscivic.org>
Sent: Tuesday, March 19, 2024 3:49 PM EDT
To: Moriah Gillis <mgillis@crumbielaw.com>
CC: Silvia Noriega <noriegas@bluehillscivic.org>
Subject: Re: MOU Draft

Awesome! Thank you!

On Tue, Mar 19, 2024 at 12:56 PM Moriah Gillis <mgillis@crumbielaw.com> wrote:

Good afternoon,

Attached are the MOUs for Don't Kitchen and Berkins Family with revised dates, and the MOU for Greater Hartford Alliance of Black Social Workers. With the full name I was able to find all of the address and entity information I needed so this one should be all set. It also includes the invoicing language we discussed.

Best,

Moriah

Moriah Gillis, Corporate & Business Attorney



Direct: 860-899-1865 | Fax: 860-760-0308

650 Farmington Avenue Hartford, CT 06105



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From: Vicki Gallon Clark <clarkv@bluehillscivic.org>
Sent: Tuesday, March 19, 2024 10:59 AM
To: Moriah Gillis <mgillis@crumbielaw.com>
Cc: Silvia Noriega <noriegas@bluehillscivic.org>
Subject: Re: MOU Draft

Good morning Moriah,

Berkins Family and Don's Kitchen were recent additions. The date we need to use for Berkins is 3/5/24 and the date for Don's Kitchen, 3/1/24.

We will be having several more new additions as we spend down the DECD funds.

Thanks!

Vicki Gallon-Clark

On Mon, Mar 18, 2024 at 3:14PM Moriah Gillis <mgillis@crumbielaw.com> wrote:

Good afternoon,

Attached are the completed MOUs for the following subrecipients:

- Berkins Family
- CT Harm Reduction
- Don's Kitchen
- Hartford Health Initiative
- My People Community Services
- University of Hartford
- YMCA of Greater Hartford
- YWCA Hartford Region
- Outreach Realty
- The Prosperity Foundation

Per my earlier emails I am missing information to complete the MOUs for the following sub-recipients. I can complete these once I can verify that I have the correct entities and information.

- National Association of Black Social Workers
- Lift Every Voice & Sing
- Upper Albany
- SHEBA

As always I am happy to answer any questions you may have.

Best,

Moriah

Moriah Gillis, Corporate & Business Attorney



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From: Vicki Gallon Clark <clarkv@bluehillscivic.org>

Sent: Monday, March 18, 2024 11:53 AM

To: Moriah Gillis <mgillis@crumbielaw.com>

Cc: Matthew Burry <mburry@wadvising.com>

Subject: Re: MOU Draft

Thank you Moriah. This looks good. Two small observations; should that just be a comma after October, 2023 vs a period? Also the second WHEREAS on the 1st page, I recommend taking out the "s' after legislature.

Each Subrecipient can print and sign the space on page 8 (there has been a change of leadership at the Wilson Gray YMCA). I am also sending you the State's final narrative template that will be Appendix B.

Thank you again for your prompt work on this.

Vicki Gallon-Clark

On Mon, Mar 18, 2024 at 11:29AM Moriah Gillis <mgillis@crumbielaw.com> wrote:

Good morning,

Attached is the final draft for the MOU. Aside from some minor style and formatting changes, my only substantive edits from the last draft are the following:

- I included the 10/6/23 date for the agreement
- I modified the background check requirement to only apply to grant funded programming that involve working with youth to make it less burdensome
- I included the full text from the DECD contract for the non-discrimination language as required by DECD (note much of this is union related and likely not applicable to your subrecipients but the DECD contract expressly requires you to include these particular paragraphs)
- I included the full text from the DECD contract for the protection of confidential information language as required by DECD
- I altered the insurance language to mirror DECD's terms but I did take out the requirement to name BCHA as additional insured. I would advise requiring this language on any future agreements, but since you did not request it up front I agree that it is too late to go back require at this point

Please take a look and let me know if you have any questions or concerns. Once you've approved the final draft, we will prepare a PDF for each subrecipient (and we will customize the language for Greater Hartford Black Social Workers). If you have the names and titles of the signatories for each organization, we are happy to include that as well, otherwise we will leave that space blank and each subrecipient can print the information in the boxes.

Best,

Moriah

Moriah Gillis, Corporate & Business Attorney



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From: Vicki Gallon Clark <clarkv@bluehillscivic.org>
Sent: Friday, March 15, 2024 1:57 PM
To: Moriah Gillis <mgillis@crumbielaw.com>
Cc: Matthew Burry <mburry@wadvising.com>
Subject: Re: MOU Draft

Hi Moriah,

We reviewed this document with JoAnn Price last night. She does not want to share it with the Board. She asked if you can finalize this document so I can get it to all our community partners to sign next week. Senator McCrory and I met with community partners on 10/6/23. May we use this date? JoAnn asked that we back date the signature date.

Vicki Gallon-Clark

On Thu, Mar 14, 2024 at 2:26PM Moriah Gillis <mgillis@crumbielaw.com> wrote:

Attached is a slightly cleaner version for your meeting this afternoon- still a few things to work on and circle back on but this should be easier to review with JoAnn.

Best,

Moriah

Moriah Gillis, Corporate & Business Attorney



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From: Matthew Burry <mburry@wadvising.com>
Sent: Thursday, March 14, 2024 12:54 PM
To: Vicki Gallon Clark <clarkv@bluehillscivic.org>; Moriah Gillis <mgillis@crumbielaw.com>
Subject: RE: MOU Draft

Please see additional comments / edits on Moriah's draft for discussion.

Thanks,

Matt



Matthew Burry, CPA, Assurance Manager
Whittlesey

Headquarters: 280 Trumbull Street, 24th Floor, Hartford, CT 06103-3599

T: 860.524.4428 **E:** mburry@wadvising.com <https://WAdvising.com>

Stay connected with Whittlesey on [LinkedIn](#)

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From: Vicki Gallon Clark <clarkv@bluehillscivic.org>

Sent: Thursday, March 14, 2024 12:11 PM

To: Moriah Gillis <mgillis@crumbielaw.com>

Cc: Matthew Burry <mburry@wadvising.com>

Subject: Re: MOU Draft

CAUTION: External email

Thank you Moriah.

We will try to call you before then on your direct line.

Vicki

On Thu, Mar 14, 2024 at 12:10PM Moriah Gillis <mgillis@crumbielaw.com> wrote:

Hi Vicki,

I am free until 2:30 today.

Thanks,

Moriah

Moriah Gillis, Corporate & Business Attorney



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From: Vicki Gallon Clark <clarkv@bluehillscivic.org>
Sent: Thursday, March 14, 2024 12:07 PM
To: Moriah Gillis <mgillis@crumbielaw.com>
Cc: Matthew Burry <mburry@wadvising.com>
Subject: Re: MOU Draft

Hi Moriah,

Matt Burry is our Financial Consultant on this project. We are making site visits this afternoon. We may be able to make a 3-way call between visits. Do you have a window of availability to share with us?

Vicki Gallon-Clark

On Wed, Mar 13, 2024 at 3:25PM Moriah Gillis <mgillis@crumbielaw.com> wrote:

Hi Vicki,

I'm circling back to see if you have time to meet on this tomorrow morning as I believe you were looking to have something for Friday. I am free from 10:00-12:00 if you would like to set up a brief meeting to review the draft so I can get something to you for Friday.

Best,

Moriah

Moriah Gillis, Corporate & Business Attorney



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NAMWOLF
LAW FIRM MEMBER



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From: Moriah Gillis
Sent: Tuesday, March 12, 2024 2:56 PM
To: Vicki Gallon Clark <clarkv@bluehillscivic.org>
Subject: MOU Draft

Hi Vicki,

Attached is a rough draft of the MOU for your Legislative Grant. It's still a working document, but I wanted to get a copy to you now as I know you were looking to have this by the end of the week. Do you have some time tomorrow early afternoon for a call to discuss?

Best,

Moriah

Moriah Gillis, Corporate & Business Attorney



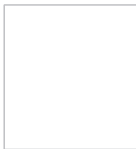
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--



Vicki Gallon-Clark, MPA

Executive Director

BHCA

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(860) 560-7360, ext. 303

BHCA Website:

<https://www.bluehillscivic.org>

BHCA Facebook:

[BHCA Facebook](#)

BHCA Instagram:

[BHCA Instagram](#)

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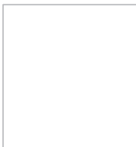
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Exhibit 22

**Memorandum of Understanding
By and Between**

BLUE HILLS CIVIC ASSOCIATION, INC. and SHEBA CONSULTING LLC

This Memorandum of Understanding ("MOU") is made and entered as of this 6th day of October, 2023 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and SHEBA COSULTING LLC ("Subrecipient") a Connecticut limited liability company with a business address of 1200 Albany Avenue, Hartford, CT 06112.

Preliminary Statement

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of ~~Fifty Thousand Dollars (\$50,000.00)~~ ("Grant Funds").

Six Hundred Thousand Dollars (\$600,000)

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

Terms and Conditions

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition, upon termination by either party, Subrecipient shall be responsible for providing BCHCA a written program evaluation and financial report for any completed or partially completed

portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programing utilizing Grant Funds, prominent credit must be given to DECD and BCHA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) Subrecipient shall invoice BHCA in accordance with the financial reporting schedule outlined in Appendix A. BHCA shall pay invoices within thirty (30) business days upon receipt of invoices and reports.
- h) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- i) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- j) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- k) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]
6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
 - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit

is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.

7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BCHA and Subrecipient agree and warrant that in the performance of the MOU the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
 - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient r agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

11. Protection of Confidential Information. (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BCHA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BCHA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BCHA, DECD, any State of Connecticut entity or any affected individuals


12. Governing Law. This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.

13. Assignment. This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

22. Indemnification. To the fullest extent permitted by law, BHCA and Subrecipient_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> Sonserae Cicero	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u>
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u>

Appendix A: Budget Narrative

GRANT REPORTING REPORT

DECD

Youth Empowerment Program

SHEGA

Step #1: Before the grant is received please submit the following PROJECTIONS:		
Description	Budget Narrative	Projected Amount
EX: Administrative Staff	\$25/hr X 35 hrs/wk X 52 weeks	45500
Exec/CEO Salary	\$60,097(x)2080hrs x 26wks	125,000
Salaries-Admin. Staff	\$13,222(x)2080hrs x 26wks	27500
Salaries-Program Staff	\$15,63(x)2080hrs x 26wks	32500
Salaries-Technical Staff	\$15,63(x)2080hrs x 26wks	32500
Salaries - Other		
Employee Benefits	\$284,62(x)5eesx(x)26 weeks	37000
Payroll Taxes	\$384,62(x)5eesx(x)26 weeks	50000
Bonuses		
Other Personnel Expenses		
Non-employee contracted services-Administrative		
Non-employee contracted services-Programmatic	\$12,500(x)4qtrs	50000
Non-employee contracted services-Technical	\$6250(x)4qtrs	25000
Other Contracted Services		
Occupancy costs (lease, mortgage, utilities, insur.	\$1041.67(x)12	10500
Marketing, Publicity, Advertising		30000
Supplies and Materials	\$12500(x)4qtrs	10000
Telecommunications		
Postage & Shipping		
Travel & Meetings	\$5000(x)4qtrs	20000
Other-not covered above	50 - \$1000 scholarships and/or grant	50000
Total		

Step#2 Please submit ACTUAL EXPENDITURES AT THE END OF THE GRANT PERIOD

22. Indemnification. To the fullest extent permitted by law, BHCA and Subrecipient_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.


BHCA	SUBRECIPIENT
<u>Signature:</u> Sonserae Cicero	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Vicki Gallon-Clark
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Vicki Gallon-Clark

Exhibit 23

**Memorandum of Understanding
By and Between**

BLUE HILLS CIVIC ASSOCIATION, INC. and MPACT MENTORING, INC.

This Memorandum of Understanding ("MOU") is made and entered as of this 8th day of April, 2024 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and MPACT MENTORING, INC. ("Subrecipient") a Connecticut non-profit non-stock corporation with a business address of 75 D Farm Drive, Manchester, CT 06040.

Preliminary Statement

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of One Hundred Thousand Dollars (\$100,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

Terms and Conditions

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition, upon termination by either party, Subrecipient shall be responsible for providing BHCA a written program evaluation and financial report for any completed or partially completed

portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programing utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- h) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- i) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- j) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut

is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]

6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
 - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.

7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty-four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BHCA and Subrecipient agree and warrant that in the performance of the MOU the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
 - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or

understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

11. Protection of Confidential Information. (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a

commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BHCA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BHCA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BHCA, DECD, any State of Connecticut entity or any affected individuals

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14. Amendments. This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.

15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
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21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

Appendix A: Budget Na

Mpact Mentoring Inc. DECD Grant EXECUTIVE SUMMARY



PROGRAM DESCRIPTIONS & PROJECTED EXPENSES ** Budget Detail provided in DECD Grant Reporting Spreadsheet	PROJECTED BUDGET ALLOCATION
<p>YOUTH LEADERSHIP SUMMIT</p> <p>MPact Mentoring Inc. and esteemed partners present a one-day Youth Leadership Summit for Connecticut residents, scheduled on Saturday April 13, 2024, at Bloomfield High School. This initiative is dedicated to nurturing and empowering 100-150 teenage male high school athletes through a comprehensive and transformative experience. The program transcends traditional sports training, focusing on holistic development, leadership skills, and preparing these young athletes for diverse future pathways. Local youth ambassadors will be interning, learning sports event planning and coordination skill sets, and exploring potential career opportunities. Volunteers will be on board to assist throughout the program.</p> <p>Projected Expenses: Marketing: Participant Recruitment, Signage, Branded Merchandise for Staff & Sales; Workbooks, Journals, Food, Honoraria for Panelists, Stipends for Interns</p>	<p>\$15,200</p>
<p>STUDENT ENTREPRENEURSHIP ACCELERATOR COHORT</p> <p>The 8-week Business Entrepreneurship Accelerator is not just a cohort; it's a transformative journey that blends lectures, group collaboration, one-on-one coaching, and hands-on experience in creating a comprehensive funding package. Our curriculum is crafted to cover every aspect of entrepreneurship—from ideation to market research, financial literacy, branding, and beyond. By the end of the program, participants will not only have a solid foundation in business operations, but will also be equipped to secure their next round of funding. This unique program combines the rigor of academic learning with real-world business experience, designed to launch, scale, and grow your business ideas into viable ventures.</p> <p>Projected Expenses: Curriculum Materials, Personnel, Pitch Competition Prizes, and Honoraria for Lecturers.</p>	<p>\$37,200</p>

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EXECUTIVE SUMMARY



PROGRAM DESCRIPTIONS & PROJECTED EXPENSES ** Budget Detail provided in DECD Grant Reporting Spreadsheet	PROJECTED BUDGET ALLOCATION
<p style="text-align: center;">SUMMER CAMPS</p> <ul style="list-style-type: none"> • GIRLS CAMP ~ Middle & High School (150 Participants) • BOYS CAMP ~ Middle & High School (150 Participants) <p>M-Pact Mentoring Basketball Academy is a nonprofit Sports & Wellness program for youth in Greater Hartford, CT. We're on a mission to provide the means and opportunities for 150 middle and high school teens to experience sports from an unimaginable perspective.</p> <p>During our Summer Basketball Camps Connecticut youth will develop athletic skills, learn the game on and off the court, and focus on what matters most; education and positive teen development. M-Pact Mentoring is among the only Social Emotional Learning (SEL) sports development programs in CT. Our goal is to provide student-athletes a safe summer experience with 360-development for mind, body and spirit.</p> <p>Guest speakers are pro-athletes, university and pro coaches, mentors, trainers, each with unique inspirational messages of sportsmanship, mindfulness, determination, and the educational attainment for success in school and life.</p> <p>Projected Expenses: Stipends for Sports Management Interns, Personnel, Trainers, Equipment, Facilities, Insurance, Lodging, Transportation, Marketing, Merchandise for Campers, Staff & Sales.</p>	\$47,600
TOTAL	\$100,000

FOR MORE INFORMATION:

Chris Prescott
 Founder / Executive Director
 MPACT Mentoring, Inc.
 MpactMentoringinc@gmail.com
 860.805.5768 mobile
[HTTPS://MPACTCT.COM](https://mpactct.com)
[@MPACTMentoringInc](#)

MPACT Mentoring Inc. is a nonprofit 501(c)3 organization
 Our Mission is to serve youth through our innovative and multi-faced programming for mind, body, and spirit using sports as a pathway to academic success, social-emotional development, and career readiness in support of helping youth reach their full potential.

[NBC NEWS MPACT CAMP 2023 \(8/7/23\)](#)

Featured News and Camp Media

[NBC NEWS MPACT CAMP 2023 \(8/11/23\)](#)

[MPACT MENTORING INC. CAMP 2023 MEDIA](#)

Appendix B Sample Program Evaluation

Narrative Questions for DECD Final Report that BHCA will Submit to the State

1. Is there any additional information to share regarding how the grants funds were used?
2. Did receiving the grant funds from the State of Connecticut leverage other funding sources? If so, what source? (municipal, state, regional, national government, private, etc.)
3. Was the grant funding from the State of Connecticut used to create new or support existing jobs within your organization?
4. If yes to question number 3, indicate the number of jobs created or supported:
 - a. Number of full-time positions:
 - b. Number of part-time positions:
5. Do you collect demographic data (age, race, ethnicity, etc.) of the people served by your organization?
6. What method or process do you use to gather demographic data?
7. How does your organization utilize the data?
8. Was the State of Connecticut credited for its support?
9. Is there anything else you would like to share regarding how your organization benefited from the grant funding?

22. Indemnification. To the fullest extent permitted by law, BHCA and Subrecipient_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.



BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Christopher Prescott
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Founder

Exhibit 24

**Memorandum of Understanding
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and MY PEOPLE COMMUNITY
SERVICES, INCORPORATED**

This Memorandum of Understanding ("MOU") is made and entered as of this 6th day of October, 2023 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and MY PEOPLE COMMUNITY SERVICES, INCORPORATED ("Subrecipient") a Connecticut non-profit, non-stock corporation with a business address of 111 Gillett Street Hartford, CT 06105.

Preliminary Statement

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.00) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Two Hundred Thousand Dollars (\$200,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

Terms and Conditions

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition,

upon termination by either party, Subrecipient shall be responsible for providing BHCA a written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programming utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) Subrecipient shall invoice BHCA in accordance with the financial reporting schedule outlined in Appendix A. BHCA shall pay invoices within thirty (30) business days upon receipt of invoices and reports.
- h) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- i) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days.
- j) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- k) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]

6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.

(a) For purposes of this Agreement, "Perform" shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb "to Perform" includes all parts of speech. Further, for purposes of this Agreement, "Records" means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient's and Subrecipient Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.

(d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit

is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.

7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BCHA and Subrecipient agree and warrant that in the performance of the MOU the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
 - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

11. Protection of Confidential Information. (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BCHA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BCHA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BCHA, DECD, any State of Connecticut entity or any affected individuals

12. Governing Law. This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.

13. Assignment. This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

22. **Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

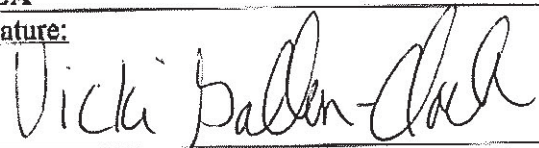

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Abdul-Rahmaan I. Muhammad
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Executive Director

Exhibit 25

**Memorandum of Understanding
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and OUTREACH REALTY SERVICING
LLC**

This Memorandum of Understanding ("MOU") is made and entered as of this 6th day of October, 2023 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and OUTREACH REALTY SERVICING LLC ("Subrecipient") a Connecticut limited liability company with a business address of 900 Chapel Street, 10, New Haven, CT 06510.

Preliminary Statement

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

Terms and Conditions

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition, upon termination by either party, Subrecipient shall be responsible for providing BCHA a

written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programming utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, ***“with the support of the Department of Economic and Community Development and Blue Hills Civic Association.”***
- g) Subrecipient shall invoice BHCA in accordance with the financial reporting schedule outlined in Appendix A. BHCA shall pay invoices within thirty (30) business days upon receipt of invoices and reports.
- h) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- i) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days.
- j) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- k) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]
6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
 - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit

is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.

7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BCHA and Subrecipient agree and warrant that in the performance of the MOU the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
 - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient r agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

11. Protection of Confidential Information. (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BCHA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BCHA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BCHA, DECD, any State of Connecticut entity or any affected individuals

12. Governing Law. This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.


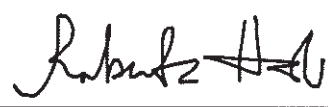
13. Assignment. This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to

BHCA.

22. Indemnification. To the fullest extent permitted by law, BHCA and Subrecipient_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Roberta Hoskie
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> President

Appendix A: Budget Narrative

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HOPE Home: h. Program: Operational Budget Outreach Rec. Services
Goal: Increase awareness of the program in the community

Self Salaries

	Salary	% of Effort	Annual Salary	HOPE Salary	Notes
Administrative Support	\$41,600.00	100%	\$41,600.00	\$3,466.67	30 hrs/week
HOPE Outreach Consultant	\$25,000.00	100%	\$25,000.00	\$2,083.33	10 hrs/week
Moving Broker	\$250,000.00	15%	\$37,500.00	\$3,125.00	15 hrs/week

Total: \$316,600.00 \$104,100.00 \$8,675.00

	Jul 23	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Technician	\$349.71	\$351.99	\$351.99	\$351.99	\$351.99	\$351.99	\$351.99	\$351.99	\$351.99	\$351.99	\$351.99	\$351.99	\$4,221.60
Mail Clerk	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00
Office Space Rent	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00
Utilities	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
Travel (gas/mileage)	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
Printing	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
Per diem (16.2% + 1.45% + 6%)	\$473.20	\$473.20	\$473.20	\$473.20	\$473.20	\$473.20	\$473.20	\$473.20	\$473.20	\$473.20	\$473.20	\$473.20	\$5,678.40
Unemployment	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00
Social Media/Speed Ads: EO	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00
Subtotal	\$3,822.91	\$3,825.19	\$3,825.19	\$3,825.19	\$3,825.19	\$3,825.19	\$3,825.19	\$3,825.19	\$3,825.19	\$3,825.19	\$3,825.19	\$3,825.19	\$45,900.00
Salaries	\$8,675.00	\$8,675.00	\$8,675.00	\$8,675.00	\$8,675.00	\$8,675.00	\$8,675.00	\$8,675.00	\$8,675.00	\$8,675.00	\$8,675.00	\$8,675.00	\$104,100.00
Total Monthly	\$12,497.91	\$12,500.19	\$12,500.19	\$12,500.19	\$12,500.19	\$12,500.19	\$12,500.19	\$12,500.19	\$12,500.19	\$12,500.19	\$12,500.19	\$12,500.19	\$150,000.00

Exhibit 26

**Memorandum of Understanding
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and ST. JOHN'S FULL GOSPEL
DELIVERANCE CHURCH, INC.**

This Memorandum of Understanding ("MOU") is made and entered as of this 8th day of April, 2024 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and ST. JOHN'S FULL GOSPEL DELIVERANCE CHURCH, INC. ("Subrecipient") a Connecticut specially chartered religious corporation with a business address of 27 Brown Street, Bloomfield, CT 06002.

Preliminary Statement

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Fifteen Thousand Dollars (\$15,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

Terms and Conditions

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition,

upon termination by either party, Subrecipient shall be responsible for providing BHCA a written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programing utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- h) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- i) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- j) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be

required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]

6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
 - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.

7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty-four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BHCA and Subrecipient agree and warrant that in the performance of the MOU the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
 - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or

understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

11. Protection of Confidential Information. (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a

commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.



(3) The Subrecipient shall notify BHCA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BHCA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BHCA, DECD, any State of Connecticut entity or any affected individuals

- 12. **Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.
- 13. **Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.
- 14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.

15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

22. Indemnification. To the fullest extent permitted by law, BHCA and Subrecipient_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> REON TOLCH BELEN
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Program Mgr.

Appendix A: Budget Narrative



St. John's Full Gospel Deliverance
27 Brown Street
Bloomfield, CT 06002

Scope of program:

ADDvantage Academy is a developmental program that will teach students in grades K -12 chess, afterschool from 4pm – 5pm. Chess is more than a game, it teaches strategy, promotes critical thinking, and focus, on top of improving social skills – all vital to academically accelerate! The program will focus on serving students in Hartford County, specifically Hartford, Windsor, and Bloomfield.

ADDvantage Academy Chess Program: 7/1/2023 - 6/30/2024

Budget Summary:

Program Manager	\$7,000
Transportation	\$1,000
Administrative Personnel	\$1,500
Writing Consultant	\$300
Curriculum	\$295
CPA Filing/License for LLC	\$325
Professional Development (Training/Trips)	\$440
Promotional Items (ink pens, pencils, pads, folders)	\$115
Program Tshirts (100)	\$1,000
Tournament Chess Boards (50)	\$2,000
Tournament Chess Clocks (50)	\$500
Marketing/ Logo Design	\$500
CT State Chess Association Membership	\$25
Total Cost for Program	\$15,000

Appendix B Sample Program Evaluation

Narrative Questions for DECD Final Report that BHCA will Submit to the State

1. Is there any additional information to share regarding how the grants funds were used?
2. Did receiving the grant funds from the State of Connecticut leverage other funding sources? If so, what source? (municipal, state, regional, national government, private, etc.)
3. Was the grant funding from the State of Connecticut used to create new or support existing jobs within your organization?
4. If yes to question number 3, indicate the number of jobs created or supported:
 - a. Number of full-time positions:
 - b. Number of part-time positions:
5. Do you collect demographic data (age, race, ethnicity, etc.) of the people served by your organization?
6. What method or process do you use to gather demographic data?
7. How does your organization utilize the data?
8. Was the State of Connecticut credited for its support?
9. Is there anything else you would like to share regarding how your organization benefited from the grant funding?

Exhibit 27

**Memorandum of Understanding
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and SAINT JUSTIN-SAINT MICHAEL
PARISH CORPORATION**

This Memorandum of Understanding ("MOU") is made and entered as of this 3rd day of April, 2024 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and SAINT JUSTIN – SAINT MICHAEL PARISH CORPORATION. ("Subrecipient") a Connecticut specially chartered religious corporation with a business address OF 230 Blue Hills Avenue, Hartford, CT 06112.

Preliminary Statement

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Ten Thousand Dollars (\$10,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

Terms and Conditions

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition,

upon termination by either party, Subrecipient shall be responsible for providing BHCA a written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) *Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.*
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programing utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, ***"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."***
- g) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- h) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- i) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- j) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be

required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]

6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, "Perform" shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb "to Perform" includes all parts of speech. Further, for purposes of this Agreement, "Records" means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient's and Subrecipient Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
 - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.

7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty-four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BHCA and Subrecipient agree and warrant that in the performance of the MOU the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
 - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or

understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

11. Protection of Confidential Information. (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a

commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BHCA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BHCA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BHCA, DECD, any State of Connecticut entity or any affected individuals

12. **Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.

13. **Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.

15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

St. Justin/St. Michael

22. Indemnification. To the fullest extent permitted by law, BHCA and Subrecipient_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.



BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark (BHCA)	<u>Authorized Signatory's Name (print):</u> PASTOR
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u>

Exhibit 28

**Memorandum of Understanding
By and Between**

**BLUE HILLS CIVIC ASSOCIATION, INC. and THE PROSPERITY FOUNDATION,
INC.**

This Memorandum of Understanding ("MOU") is made and entered as of this 6th day of October, 2023 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and THE PROSPERITY FOUNDATION, INC. ("Subrecipient") a Connecticut non-profit, non-stock corporation with a business address of 1287 Chapel Street, New Haven, CT 06511.

Preliminary Statement

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

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upon termination by either party, Subrecipient shall be responsible for providing BCHA a written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programing utilizing Grant Funds, prominent credit must be given to DECD and BCHA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) Subrecipient shall invoice BHCA in accordance with the financial reporting schedule outlined in Appendix A. BHCA shall pay invoices within thirty (30) business days upon receipt of invoices and reports.
- h) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- i) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- j) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- k) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]

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(c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.

(d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

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- a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
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(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BCHA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BCHA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BCHA, DECD, any State of Connecticut entity or any affected individuals

12. Governing Law. This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.

13. Assignment. This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

22. **Indemnification.** To the fullest extent permitted by law, BHCA and Subrecipient_ shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.



BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u>  3/24/24
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Orsella R. Hughes
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Executive Director

Exhibit 29

**Memorandum of Understanding
By and Between**

BLUE HILLS CIVIC ASSOCIATION, INC. and THE TOWN OF WINDSOR

This Memorandum of Understanding ("MOU") is made and entered as of this 8th day of April, 2024 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and THE TOWN OF WINDSOR ("Subrecipient") a chartered municipal corporation and political subdivision of the state of Connecticut with a business address of 275 Broad Street, Windsor, CT.

Preliminary Statement

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.00) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000-ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Fifteen Thousand Dollars (\$15,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

Terms and Conditions

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition, upon termination by either party, Subrecipient shall be responsible for providing BHCA a

written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programming utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, *"with the support of the Department of Economic and Community Development and Blue Hills Civic Association."*
- g) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- h) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- i) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- j) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and

state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]

6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
 - (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
 - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.

7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty-four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BHCA and Subrecipient agree and warrant that in the performance of the MOU the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subrecipient that such disability prevents performance of the work involved;
 - a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or

understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

11. Protection of Confidential Information. (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a

commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(3) The Subrecipient shall notify BHCA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BHCA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BHCA, DECD, any State of Connecticut entity or any affected individuals

12. Governing Law. This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.


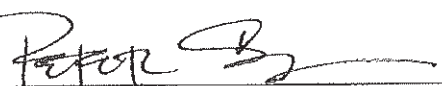
13. Assignment. This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.

14. Amendments. This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.

15. Entire Agreement. This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. No Waiver. Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. Successor and Assigns. This MOU shall be binding upon, successors and assigns of the parties hereto.
18. Severability. The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. Notices. All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. Counterparts. This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. Insurance Requirements. Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

22. Indemnification. To the fullest extent permitted by law, BHCA and Subrecipient shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> 
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> PETER SOUZA
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> TOWN MANAGER

Appendix A: Budget Narrative

	GRANT REPORTING REPORT DECD	TOWN OF WINDSOR - WINDSOR SR. CEN
Step #1: Before the grant is received please submit the following PROJECTIONS:		
	Description	Projected Amount
EX:	Administrative Staff	45500
	Exec/CEO Salary	
	Salaries-Admin. Staff	
	Salaries-Program Staff	\$2,500
	Salaries-Technical Staff	
	Salaries - Other	\$4,500
	Employee Benefits	
	Payroll Taxes	
	Bonuses	
	Other Personnel Expenses	
	Non-employee contracted services-Administrative	
	Non-employee contracted services-Programmatic	\$8,000
	Non-employee contracted services-Technical	
	Other Contracted Services	
	Occupancy costs (lease, mortgage, utilities, insur.	
	Marketing, Publicity, Advertising	
	Supplies and Materials	
	Telecommunications	
	Postage & Shipping	
	Travel & Meetings	
	Other-not covered above	
	Total	\$15,000
Step#2 Please submit ACTUAL EXPENDITURES AT THE END OF THE GRANT PERIOD		

Appendix B Sample Program Evaluation

Narrative Questions for DECD Final Report that BHCA will Submit to the State

1. Is there any additional information to share regarding how the grants funds were used?
2. Did receiving the grant funds from the State of Connecticut leverage other funding sources? If so, what source? (municipal, state, regional, national government, private, etc.)
3. Was the grant funding from the State of Connecticut used to create new or support existing jobs within your organization?
4. If yes to question number 3, indicate the number of jobs created or supported:
 - a. Number of full-time positions:
 - b. Number of part-time positions:
5. Do you collect demographic data (age, race, ethnicity, etc.) of the people served by your organization?
6. What method or process do you use to gather demographic data?
7. How does your organization utilize the data?
8. Was the State of Connecticut credited for its support?
9. Is there anything else you would like to share regarding how your organization benefited from the grant funding?

Exhibit 30

**Memorandum of Understanding
By and Between**

BLUE HILLS CIVIC ASSOCIATION, INC. and THE UNIVERSITY OF HARTFORD

This Memorandum of Understanding ("MOU") is made and entered as of this 6th day of October, 2023 by and between BLUE HILLS CIVIC ASSOCIATION, INC. ("BHCA") a Connecticut non-profit non-stock corporation with a business address of 1229 Albany Avenue, Hartford, CT 06112 and THE UNIVERSITY OF HARTFORD ("Subrecipient") an educational corporation specially chartered under the laws of the State of Connecticut with a business address of 200 Bloomfield Avenue, West Hartford, CT 06117.

Preliminary Statement

WHEREAS BHCA is the recipient of a Five Million and Five Hundred Thousand Dollar (\$5,500,000.000) FY24 Legislative Grant ("Legislative Grant") (Core-CT number 11000ECD46830-16275) from the Connecticut Department of Economic Development ("DECD"); and

WHEREAS The intent of the legislature is that BHCA pass a portion of the Legislative Grant funds on to certain designated subrecipient organizations servicing the North Hartford area; and

WHEREAS Subrecipient has been designated as a subrecipient of Legislative Grant funds in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) ("Grant Funds").

This MOU will serve to express the intention of the parties in the administration of the Grant Funds. To accomplish the goals described herein, the staff and volunteer leadership of the partnering organizations will work collaboratively to design, implement, manage and, if applicable, fund activities to take place throughout North Hartford and surrounding areas. The parties agree to apply their best efforts to provide services and programs that will fully support the success of program participants. The success of this effort will depend upon the ability of partners to work collaboratively.

This MOU supersedes any and all previous MOUs into which both above parties have entered.

Terms and Conditions

1. **Term.** This MOU shall be effective from July 1, 2023 through June 30 2024 ("Term"). This MOU may be extended by written agreement of the parties at any time.
2. **Termination.** This MOU shall be subject to termination with 30 days written notice by either party for cause, convenience or any other reason, subject to the conditions set forth by the State

of Connecticut or BHCA, including, but not limited to the State's and/or BHCA's discontinuation of funding to Subrecipient. Upon termination by either party, any and all unexpended Grant Funds shall be returned to BHCA within ten (10) business days. In addition, upon termination by either party, Subrecipient shall be responsible for providing BHCA a written program evaluation and financial report for any completed or partially completed portions of the programming funded by Grant Funds in the format specified by DECD, a sample of which is attached as Appendix C within fifteen (15) business days of termination.

3. **Modification.** The parties understand that from time to time, matters or subjects within the scope of this MOU may require review and approval by BHCA and/or Subrecipient. The parties agree to work collaboratively to obtain such approvals where necessary.

4. **Programmatic Elements and Deliverables.**

- a) Subrecipient shall provide the services and programs as set forth in the submitted Budget Narrative attached as Appendix A.
- b) Services set forth in Appendix A shall be funded for the Term. This funding shall be paid from the Legislative Grant funding received by BHCA and is based on the approval and availability of the Legislative Grant funds from DECD.
- c) Grant Funds shall be expended for the project or projects as set forth in Appendix A according to the budget and within the Term unless a written request for a change is made and approved by BHCA before the end of the Term.
- d) Any expenses reported as part of this grant funding must NOT be reported under any other funding source that Subrecipient receives.
- e) Any budget variances in excess of +/-10%, or \$500, whichever is less, as well as the addition or removal of any line items must be preapproved by BHCA in writing.
- f) In any news release or printed material promoting programming utilizing Grant Funds, prominent credit must be given to DECD and BHCA by including the following phrase, "*with the support of the Department of Economic and Community Development and Blue Hills Civic Association.*"
- g) BHCA shall conduct an interim site evaluation to determine if Subrecipient is on track relative to stated programs and expenditures.
- h) In the event Subrecipient closes or substantially reduces or suspends operations, Subrecipient shall notify BHCA in writing within ten (10) business days and return any and all unexpended Grant Funds within ten (10) business days
- i) At the end of the Term, Subrecipient shall return any and all unexpended Grant Funds to BHCA within ten (10) business days.
- j) Within thirty (30) days after the end of the Term, Subrecipient agrees to provide to BHCA a written program evaluation narrative and financial report in the format specified by DECD, a sample of which is attached as Appendix B.

5. **Audit Requirements for Recipients of State Financial Assistance.** The Subrecipient will provide for an annual financial audit for any expenditure of state-awarded funds as may be required by the State Single Audit Act, and the Subrecipient shall comply with federal and state single audit standards as applicable. [Note that an organization registered in Connecticut is generally required to obtain a state single audit if it exceeds \$300,000 in state-funded expenditures in its fiscal year.]
6. **Audit Requirements.** The Subrecipient must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Subrecipient agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.
- (a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Subrecipient and Subrecipient Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Subrecipient in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Subrecipient’s and Subrecipient Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
 - (c) The Subrecipient shall maintain accurate and complete Records. The Subrecipient shall make all of its Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (d) The State shall make all requests for any audit or inspection in writing and shall provide the Subrecipient with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

- (e) The Subrecipient shall keep and preserve all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Subrecipient shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Subrecipient shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Subrecipient shall cooperate with an exit conference.
7. **Injury Reporting.** Subrecipient shall report any and all injuries to any participants in programming funded in whole or in part by Grant Funds within two (2) business days of becoming aware of such injuries and shall commit to keeping confidential, wherever possible, the identity of the individual disclosing the incident(s).
8. **Child Abuse Disclosure.** Subrecipient agrees that the safety and wellbeing of the individuals and families we serve are at the heart of this partnership. Staff and volunteers of either party who receive a disclosure of child abuse or neglect for any participants in programming funded in whole or in part by Grant Funds will follow their agency's reporting procedures and report such occurrences to BHCA within twenty four (24) hours of notice of the event.
9. **Background Checks.** Subrecipient shall screen and qualify paid staff and agency volunteers engaged in programming that may involve working with youth participants and is funded in whole or in part by Grant Funds and prohibit employment or volunteer opportunities to individuals who have been convicted of crimes against children. Subrecipient shall keep results of said background checks on file at its offices and make said results available to BHCA upon request.
10. **Non-discrimination.** (1) BHCA and Subrecipient agree and warrant that in the performance of the MOU the parties will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subrecipient that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the

Subrecipient that such disability prevents performance of the work involved;

- a) Subrecipient agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- b) Subrecipient agrees to provide each labor union or representative of workers with which the Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subrecipient has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities ("Commission"), advising the labor union or workers' representative of the Subrecipient's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- c) Subrecipient agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- d) Subrecipient agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subrecipient as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Subrecipient agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) The Subrecipient agrees and warrants that in the performance of the MOU such Subrecipient will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- a) Subrecipient agrees to provide each labor union or representative of workers with which such Subrecipient has a collective bargaining Agreement or other contract or understanding and each vendor with which such Subrecipient has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Subrecipient's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- b) Subrecipient agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- c) Subrecipient r agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts,

concerning the employment practices and procedures of the Subrecipient which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

11. Protection of Confidential Information. (1) Subrecipient, at their own expense, has a duty to and shall protect from a confidential information breach any and all confidential information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards and legal requirements.

(2) Each Subrecipient shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DECD or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- c) A process for reviewing policies and security measures at least annually;
- d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.


(3) The Subrecipient shall notify BHCA as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Subrecipient or Subrecipient Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Subrecipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to BHCA for review and approval. Such credit monitoring or protection plan shall be made available by the Subrecipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Subrecipients costs and expenses for the credit monitoring and protection plan shall not be recoverable from BHCA, DECD, any State of Connecticut entity or any affected individuals

12. **Governing Law.** This MOU shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and any applicable federal law.
13. **Assignment.** This MOU may not be assigned, in whole or in part, by either party without the express prior written consent of the other party.
14. **Amendments.** This MOU may not be amended, modified or supplemented, except by a writing signed by the parties hereto that specifically refers to this MOU.
15. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereto and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.
16. **No Waiver.** Failure to enforce any provision of this MOU or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this MOU or the right of any party to enforce each and every provision in accordance with the terms hereof.
17. **Successor and Assigns.** This MOU shall be binding upon, successors and assigns of the parties hereto.
18. **Severability.** The parties understand and agree that if any part, term or provision of this MOU is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this MOU shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.
19. **Notices.** All notices, approvals, demands, requests or other documents required or permitted under this MOU, other than routine communications necessary for day-to-day operations, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or by overnight courier, to the addresses first set forth above or to such other addresses as either party hereto may supply to the other in accordance with this section.
20. **Counterparts.** This MOU may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument.
21. **Insurance Requirements.** Subrecipient shall be responsible for maintaining sufficient general liability insurance to satisfy its obligations under the MOU. Notwithstanding the foregoing, Subrecipient shall, at its own expense, maintain a policy of comprehensive general liability

which will afford protection of not less than One Million (\$1,000,000) Dollars, per occurrence, for bodily injury, property damage, or a combination thereof. Subrecipient shall also maintain a policy for Workers Comp of not less than \$500,000 per occurrence. Subrecipient shall maintain coverage for the Term. At the time of MOU execution, and each time the insurance policies are renewed, Subrecipient will submit a certificate of insurance to BHCA.

22. Indemnification. To the fullest extent permitted by law, BHCA and Subrecipient shall indemnify, defend, and hold the other agency and its respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (Including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the other party, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting from therefrom; but only to the extent attributable to the negligence of either agency or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of either agency and shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the other agency under any workers compensation acts, disability benefits acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and delivered by their duly authorized representatives as of the date hereof.

BHCA	SUBRECIPIENT
<u>Signature:</u> 	<u>Signature:</u> <i>Katherine A. Black</i> 4.26.24
<u>Authorized Signatory's Name:</u> Vicki Gallon-Clark	<u>Authorized Signatory's Name (print):</u> Katherine A. Black
<u>Authorized Signatory's Title:</u> Executive Director	<u>Authorized Signatory's Title (print):</u> Provost