

Town of Andover

36 Bartlet Street
Andover, MA 01810



Memorandum of Agreement

AGREEMENT (“Agreement”) made this 2nd day of February, 2023 between Equity and Inclusion Specialists (“EIS”), a Limited Liability Company having its principal place of business at 31 West Prescott Street, Westford, MA, 01886 and the Town of Andover (“CLIENT”), located at 36 Bartlet Street, Andover, MA, 01810.

WHEREAS, CLIENT desires that EIS shall perform an in-person workshop; WHEREAS, EIS

desires to provide the required services to CLIENT; and

WHEREAS, the parties desire to establish the terms and conditions by which EIS will provide said services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

1. EIS agrees to conduct a workshop consisting of six 2-hour training sessions. There is a minimum of 10 participants and a maximum of 50 participants in each workshop session. CLIENT agrees to notify EIS at least five (5) days in advance of workshop if CLIENT expects participation will fall outside of these parameters. In such event, EIS shall have the right to cancel, postpone or restructure the workshop until another date or format can be mutually agreed upon. In the event of such cancellation, postponement or restructure, the provisions of Paragraph 4 (c) of this Agreement shall prevail.
2. The workshop training sessions will tentatively be held on (a) Monday, February 27th at 5 Campanelli Drive from 10:00AM to 12:00PM; (b) Tuesday, February 28th at 5 Campanelli Drive from 2:00PM to 4:00PM; (c) Wednesday, March 1st at the Robb Center from 8:30AM to 10:30AM; (d) Thursday, March 2nd at 5 Campanelli Drive from 9:30AM to 11:30AM; (e) Thursday, March 2nd at the Robb Center from 2:30PM to 4:30PM; (f) Friday, March 3rd at the Robb Center from 2:30PM to 4:30PM. These dates and locations are subject to change by mutual agreement of the parties.
3. The complete cost for this workshop will be \$5,000.00, as outlined in Exhibit B.
4. (a) Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.
(b) EIS shall have the right to terminate this Agreement immediately, by written notice to CLIENT, for any of the following reasons:
 - (i) A breach by CLIENT of any material term or condition of this Agreement including, but not limited to the inability of CLIENT to provide in a timely fashion any of its obligations outlined in this Agreement;
 - (ii) If CLIENT submits an application or petition for the appointment of a receiver, trustee or liquidator of all substantial amount of their assets;
 - (iii) CLIENT admits to or implies that it is unable to pay its debts as they become due;
 - (iv) There is entered an order, judgment or decree by any court of competent jurisdiction on the

application of a creditor adjudicating a petition seeking reorganization of a CLIENT's firm for all or substantial part of its assets; or

(v) CLIENT has assigned this Agreement without first receiving EIS's prior written consent.

(c) If one or more workshops are canceled within thirty (30) days of the contracted workshop date through no fault of EIS, and for any reason other than severe and hazardous weather conditions, CLIENT agrees to reimburse EIS for 50% of the contracted fee.

5. CLIENT hereby agrees to hold harmless, defend and indemnify EIS affiliates, their directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, penalties, judgments, reasonable legal fees and/or liabilities by reason of any acts or commission or omission directly or indirectly attributable to any of CLIENT's undertakings and obligations arising under this Agreement.


EIS hereby agrees to hold harmless, defend and indemnify CLIENT and its affiliates, their directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, reasonable legal fees, penalties, judgments and/or liabilities to the extent caused by EIS's undertakings or obligations arising under this Agreement.

6. CLIENT agrees that all material used in conjunction with the workshop is proprietary to EIS. As such, these materials may not be reproduced, translated, abbreviated, abridged, excerpted or in any way altered without the written consent of EIS.
7. Nothing in this Agreement shall be construed to place EIS and CLIENT in the relationship of a partnership or a joint venture, and neither EIS nor CLIENT shall have any power to oblige or bind the other party in any manner whatsoever.
8. On termination of this Agreement, regardless of how termination is effected, or whenever requested by EIS, CLIENT shall immediately return to EIS all copies of EIS's property, and cease using the EIS name.
9. Any publicity or promotional materials, including but not limited to press releases and advertisements, produced by CLIENT for or in conjunction with the workshop, must be reviewed and approved in writing by EIS prior to publication.
10. The Agreement contains the entire understanding between the parties and supersedes any prior written agreement between the parties. No amendment or modification of this Agreement shall be valid, unless made in writing and signed by both parties. In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibits or other agreements between the parties relating to the services provided for in this Agreement, the provisions of this Agreement shall prevail.
11. This Agreement shall be construed in accordance with, be governed by and subject to the jurisdiction of the laws and courts of the Commonwealth of Massachusetts.
12. Any notice or document required by hereunder shall be sent by certified mail, return receipt requested, or delivered personally to the parties at the address set forth above. A copy of any notice or document should be sent to Jenny Jun-lei Kravitz, Owner. Any notice or document sent to CLIENT should be sent to Jemma Lambert, Director of Community Services. Any notice sent by mail shall be deemed received five (5) business days after mailing. Any notice personally delivered shall be deemed received when delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Town of Andover

BY:


2/13/23

Theresa Peznola

TITLE: Purchasing Agent

TAX IDENTIFICATION NUMBER: 046-001-069

Equity and Inclusion Specialists LLC

BY:



Jennifer Jun-lei Kravitz

TITLE: EIS Owner

EXHIBIT A: TASKS AND RESPONSIBILITIES

Goals of the Workshop:

- Introductory DEI competency training to educate town employees about basic concepts of equitable practice and equip employees with basic tools for cultural competency
- Including workplace dynamics, in response to concerns raised by recent internal employee survey, performed independently by client previous to work with EIS
- Including support for working with diverse constituencies, as appropriate to municipal employees acting in service to the local community
- Combination of information delivery, personal/interpersonal reflective practice, and interactive concept exploration and processing
- Content will underscore ubiquitous nature of equity work, including emerging brain science and best practices for building collaborative community through authentic interpersonal connection

EIS will provide:

- Pre-workshop consultation (in person), identifying Client goals and logistical parameters
- All physical materials (including consumables)
- Computer and clicker for presentation
- Certificate of completion for all participants (delivered electronically after conclusion of workshop)
- Post-workshop analysis (written report) and consultation (in person), identifying appropriate next steps for participants

Client will provide:

- Appropriately-sized venue for workshop, with accessible seating for all participants
- Digital projector and screen, large enough to be clearly visible to all participants
- For groups larger than 20, microphone and sound amplification system

EXHIBIT B: PAYMENT SCHEDULE

Workshop Fee:

The fee for the workshop described herein will cost \$5,000.00.

Payment Method:

For services performed (i.e. payments made after services are commenced to proportion with those received).

This Contract is being made with Equity and Inclusion Specialists LLC. Total payment must be received within thirty (30) days of billing date, in the form of a check made payable to EQUITY AND INCLUSION SPECIALISTS LLC (Federal Tax I.D. #304-02-6770).