

AGREEMENT

THIS AGREEMENT is entered into by and between the Towns of North Reading, Reading, Saugus, and Wilmington, hereafter referred to individually as "Municipality" and collectively as the "Municipalities," this ___ of ___ 2018, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a common Regional Housing Services Office; and

WHEREAS, the Town of Reading is willing and capable of providing the services of a Regional Housing Services Office; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The Term of this Agreement shall commence on July 1, 2018 and shall expire on June 30, 2020, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for an additional six (6) two-year terms as voted by each municipality through its respective Board of Selectmen or City Council with approval by its Mayor or Town Manager.

2. Lead Municipality. During the Term of this Agreement, the Town of Reading, acting as the lead municipality, shall operate the Regional Housing Services Office. The Town of Reading, through its standard personnel practices, shall employ or contract the adequate staff necessary to provide the housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, to the remaining Municipalities.

3. Duties. During the Term of this Agreement, the Regional Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.

4. Fee Structure and Payment. The annual Membership Fee payable by each Municipality shall be as set forth in Exhibit B: Fee Structure, and shall be adjusted as set forth herein. The Town of Reading shall issue an invoice by July 1 to each of the Municipalities for its Membership Fee for the upcoming fiscal year, such Membership Fee to be paid within thirty (30) days of the date of the invoice but not earlier than the first day of the fiscal year in question. Payment for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be invoiced separately as may be agreed upon by the Town of Reading and the individual municipality. The Municipalities may borrow or lend hours to other Municipalities upon written agreement between the impacted Municipalities provided that the total number of hours available to the Regional Housing Services Office remains constant.

5. Membership Fee Adjustments. The Advisory Committee will review the Membership Fee annually three (3) months prior to the end of each fiscal year and, if appropriate, adjust the Membership Fee for the upcoming fiscal year. The Town of Reading shall provide to all Municipalities a record of the actual hours of services provided to each Municipality and adjustments for the following fiscal year.

6. Indemnification. Notwithstanding the final sentence of G.L. c. 40, s 4A, to the extent permitted by law and by State statute, the Municipalities shall indemnify and hold harmless the Town of Reading and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Regional Housing Services Office of their duties in or for the Municipalities including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Regional Housing Services Office while in or performing services for the Municipalities.

By entering into this Agreement, none of the Municipalities has waived any governmental immunity or limitation of damages which may be extended to them by operation of law. It is expressly understood that the services rendered hereunder are deemed for public and governmental purposes, and all privileges and immunities from liability enjoyed by the Municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent permitted by law.

7. Withdrawal. Any Municipality, by a vote of its respective Board of Selectmen or City Council with approval by its Mayor or Town Manager, may withdraw from this Agreement at the end of any municipal fiscal year with the provision of at least ninety days (90) prior written notice to the Town of Reading. Such withdrawal shall take effect on the following June 30. No such withdrawal shall affect any obligation of indemnification that may have arisen hereunder prior to such withdrawal, nor shall it affect any financial obligations that by prior agreement extend beyond the withdrawal date. Upon such withdrawal, the Town of Reading shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the withdrawing Municipality for payment within thirty (30) days thereafter. The remaining Municipalities shall continue with this Agreement as written unless the Agreement is terminated as per paragraph eight (8).

8. Termination. The Town of Reading, by a vote of its respective Board of Selectmen, may terminate this Agreement upon the provision of at least six months prior written notice to the participating Municipalities. After providing notice, the Town of Reading shall remain liable to the participating Municipalities for any portion of the payments received not earned until the date of termination. Such termination shall take effect on the following June 30.

The Town of Reading and the participating Municipalities, by a majority vote, may agree to terminate this Agreement at least six months prior to the end of any municipal fiscal year. After the date of the vote, the Town of Reading shall remain liable to the participating Municipalities for any portion of the payments received not earned. Such termination shall take effect on the following June 30. No such termination shall affect any obligation of

indemnification that may have arisen hereunder prior to such termination, nor shall it affect any financial obligations that by prior agreement extend beyond the termination date. Upon such termination, the Town of Reading shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the participating Municipalities for payment within thirty (30) days thereafter.

9. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative, or their designee, from each Municipality, whom shall be appointed by the Town Manager/Administrator or Mayor of the Municipality. Each Municipality shall have one vote and each representative, or their designee, shall be authorized to cast such vote. The Advisory Committee shall meet at least on a quarterly basis. The Town of Reading shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting. In addition, the Advisory Committee may meet on a monthly basis, or at any mutually agreed upon timeframe, and the Town of Reading shall prepare and send to each Municipality a monthly status report prior to the monthly meeting.

10. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality and changes to the annual allocation of hours as indicated in Exhibit B: Fee Structure. Any recommendations made to the Director of the Regional Housing Services Office must be made by a majority vote. Any unresolved issues shall be decided by the Town Manager of the Town of Reading.

11. Additional Municipalities. At any time during the Term of this Agreement, the Advisory Committee may meet and, by unanimous vote and approval of the Lead Municipality, amend this Agreement to admit an additional municipality on the following July 1.

12. Financial Safeguards. The Town of Reading shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and all contributions received from the Municipalities. The Town of Reading shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year using Exhibit C, attached and incorporated herein, or a form that is substantially similar.

13. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

14. Amendment. This Agreement may be amended only by a writing signed by all Municipalities duly authorized thereunto.

15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of North Reading
Michael P. Gilleberto, Town Administrator
235 North Street
North Reading, MA 01864

Town of Reading
Robert W. LeLacheur, Jr., Town Manager
16 Lowell Street
Reading, MA 01867

Town of Saugus
Scott Crabtree, Town Manager
298 Central Street, Ste. 1
Saugus, MA 01906

Town of Wilmington
Jeffrey M. Hull, Town Manager
121 Glen Road
Wilmington, MA 01887


19. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

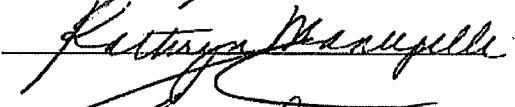
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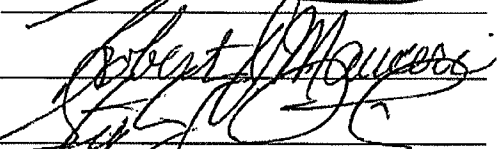
WITNESS OUR HANDS AND SEALS as of the first date written above.


TOWN OF NORTH READING

By its Board of Selectmen









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WITNESS OUR HANDS AND SEALS as of the first date written above.
TOWN OF READING
By its Select Board

Vanessa Alvarado

Barry Berman

Dan Ensminger

Andrew Friedmann

John Halsey


WITNESS OUR HANDS AND SEALS as of the first date written above.
TOWN OF SAUGUS
By its Town Manager

Paul J. Continella


7/13/07

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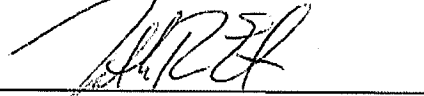
WITNESS OUR HANDS AND SEALS as of the first date written above.
TOWN OF WILMINGTON
By its Board of Selectmen




Gregory B. Bendel



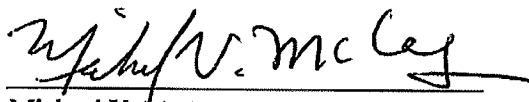
Kevin A. Cairn



Jonathan R. Eaton



Edward P. Loud, Sr.



Michael V. McCoy

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Exhibit A
Core Housing Services

1. Monitoring

- Create and monitor database of affordable housing developments and residents
- Gather recorded documents for each unit; check for updates periodically
- Conduct annual monitoring of ownership units
- Conduct annual monitoring of rental developments
- Monitor refinance and resale of affordable ownership units
- Track foreclosures

2. Subsidized Housing Inventory administration

- Reconcile municipal inventory records with the Subsidized Housing Inventory maintained by the Department of Housing and Community Development
- Add new units to the inventory as required

4. Local Support

- Meet on-site with staff and housing entities
- Consult on projects – review documents and attend project meetings
- Consult on acquisition of units
- Aid in writing grants and RFPs
- Aid in preparation of Housing Production Plans
- Conduct outreach to owners (i.e., HOR program letters)
- Prepare proposals for supplemental services as needed
- Help towns achieve town-specific goals
- Assist Assessors in property valuation

5. Regional Activities

- Assist communities with regional linkages
- Create webpage for RHSO
- Create Interested-buyer list
- Create Interested-renter list

Exhibit B
Fee Structure

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office, each Municipality's proportionate share being deemed its "Membership Fee". The respective Membership Fees shall be determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

Membership Fee Schedule:

Town	% of salary + expenses	FY19	Estimated FY20
North Reading	19%	\$11,938	\$12,296
Reading	28%	17,592	18,120
Saugus	17%	10,681	11,002
Wilmington	36%	22,619	23,297
TOTAL	100%	\$62,830	\$64,715

This fee structure does not include payment for additional or supplemental services which will be procured and invoiced outside of this agreement.

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