

**Basic
MANAGEMENT SERVICES AGREEMENT
Between
LOCAL HOUSING AUTHORITIES**

This Agreement, made this _____ day of _____, 20____, by and between the _____ Housing Authority (the "Owner") and _____ Housing Authority (the " Management Agent.")

The purpose of this Management Services Agreement, hereinafter called the "Agreement," is to set forth the terms and conditions of a contract under which the Management Agent will provide assistance to carry out the day-to-day operations of the Owner.

The Owner and the Management Agent hereby agree as follows:

Article 1. Scope of Work. The Management Agent shall perform all the routine functions required for the administration of the Owner including, but not limited to, the planning, coordinating and carrying out all responsibilities of the Owner's operations, such as the administration of programs and maintenance of properties of the Owner, and will be responsible for the assignment, direction and supervision of the Owner's existing staff (if any) and / or its own staff, in accordance with the attached staffing plan, in performing its responsibilities under this Agreement. The Management Agent will operate within the parameters of pertinent Massachusetts General Laws, Department of Housing & Community Development ("DHCD") regulations and guidelines, and other laws, rules and regulations applicable to the operations of the Owner.

Article 2. Owner Board Responsibilities.

The Owner's Board will provide Management Agent access to the administration office(s) and other Owner property, and will provide access to any Owner records requested by the Management Agent. The Management Agent agrees that it shall hold any Personal Data of Owner tenants and applicants in accordance with the Fair Information Practices Act, G.L. c. 66A, and the DHCD Privacy and Confidentiality regulation at 760 CMR 8.00 *et seq.*

Article 3. Term of Agreement. The Management Agent shall commence work under this Agreement on _____. This Agreement shall become effective upon approval by DHCD, and shall automatically terminate _____ (_____) years from its effective date.

Article 4. Suspension and Termination. This Agreement may be suspended or terminated without penalty and without cause by either party hereto as of the end of any calendar month, provided at least sixty (60) days advance written notice thereof is given to the other party and to DHCD. Notices under this paragraph shall be sufficient if delivered in writing to the following:

For Owner:

Housing Authority
Attn: Chairperson

, MA

For Management Agent:

Housing Authority
Attn: Chairperson

, MA

For DHCD:

Department of Housing and Community
Development
Attn: Director, Bureau of Housing Management
100 Cambridge St., Suite 300
Boston, MA 02114

Article 5. Agreement Sum. The Owner shall pay the Management Agent in current funds for the performance of the Work the annual contract sum of _____, prorated monthly at a rate of _____. Payments will be made on a monthly basis.

Article 6. Conflicts of Interest. The Management Agent covenants that: (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended or violate the federal conflict of interest provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. §§ 1501 *et seq*; (2) in the performance of this Agreement, no person having any such interest shall be employed the Management Agent; and (3) no member or employee of the Management Agent is related by blood or marriage to any Board Member or employee of the Owner.

Article 7. Non-Discrimination and Equal Opportunity. The Management Agent shall not discriminate against any person on the basis of race, color, religious creed, national origin, sex, sexual orientation, gender identity, genetic information, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, political beliefs, or receipt of public assistance, rental assistance, or housing subsidy, or any other basis prohibited by law. The Management Agent will use best efforts to employ qualified tenants of the Owner for any positions that are open at the time the Agreement is awarded or which become open during the term of the Agreement.

Article 8. Modification. This Agreement constitutes the entire understanding and agreement between the parties hereto with regard to the subject matter hereof, and supersedes all prior understandings and agreements. This Agreement may not be revised, supplemented, or otherwise modified except by an amendment in writing signed by the parties hereto and approved by DHCD.

Article 9. Governing Law and Agreement Validation. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. This Agreement will not be valid until signed by the Undersecretary of DHCD or his/her designee.

Article 10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of the agreement it shall not be necessary to produce more than one such counterpart. No counterpart shall be effective until each party has executed at least one counterpart. For the convenience of the parties, facsimile and pdf signatures shall be accepted as originals.

In Witness whereof, the parties hereto cause this instrument to be executed under Seal.

MANAGEMENT AGENT

OWNER

(Name of Housing Authority)

(Name of Housing Authority)

By:
(Name & Title)

By:
(Name & Title)

Witness: _____

Attest: _____

APPROVED:

**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Undersecretary or Designee

(Date)