

MANAGEMENT SERVICES AGREEMENT
Between
LOCAL HOUSING AUTHORITIES
With
Management Work Plan

This Agreement, made this day of , 20 , by and between the Housing Authority (hereinafter called the "Owner" or "Owner Housing Authority") and the Housing Authority (hereinafter called 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 carry out the day-to-day management and operations of the Owner Housing Authority. The day-to-day management and operations shall include, but not be limited to all of the responsibilities that are described in the Management Work Plan which is attached to this Agreement and incorporated by reference herein as Exhibit A.

The Owner and the Management Agent identified above agree herein as follows:

Article 1. Scope of Work.

- A. Upon signing this Agreement, the Management Agent shall assist Department of Housing & Community Development (DHCD) and the Owner to develop a Management Work Plan which will describe in detail the work to be performed by the Management Agent and will identify deficiencies at the Owner Housing Authority and how these deficiencies will be corrected in accordance with an agreed upon schedule. The Management Work Plan will be completed within thirty (30) business days of DHCD's conditional approval of this Agreement, and will become a part of this Agreement. Failure to complete the Management Work Plan within the thirty (30) business days of DHCD's conditional approval will render this Management Agreement null and void.

- B. The Management Agent shall perform all the routine functions required for the administration of the Owner Housing Authority including but not limited to all 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, DHCD regulations and guidelines, and all other laws, rules and regulations applicable to the operations of the Owner Housing Authority.

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 the written approval of the DHCD, and shall automatically terminate () years from its effective date.

Article 4. Suspension and Termination. This Agreement may be suspended or terminated without cause and without penalty by either party hereto as of the end of any calendar month, provided at least sixty (60) days' advance written notice 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 hereunder the annual contract sum of , prorated monthly at a rate of . Payments will be made on a monthly basis.

Article 6. Conflict of Interest. The Management Agent covenants that: (1) presently, there is no financial interest and no such interest, direct or indirect, shall be acquired which would conflict in any manner or degree with the performance of services required 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 Board 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 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, or political beliefs, receipt of public assistance, rental assistance or housing subsidy or any other basis prohibited by law. The Management Agent will its 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 & 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)