

**CONTRACT FOR INTERIM EXECUTIVE DIRECTOR SERVICES
BY AND BETWEEN THE HOUSING AUTHORITY
AND**

The Contract is entered into as of _____, 20____ by and between the **HOUSING AUTHORITY** (hereinafter called "the Authority") and _____ (hereinafter called "the Interim Executive Director.")

NOW THEREFORE, it is agreed, in consideration of the mutual covenants and conditions herein contained:

SECTION 1. EMPLOYMENT OF INTERIM EXECUTIVE DIRECTOR

The Authority hereby engages the Interim Executive Director and the Interim Executive Director hereby agrees to provide services to the Authority as described below as a temporary contract employee of the Authority.

SECTION 2. SCOPE OF SERVICES

The Interim Executive Director will provide the services set out in the Authority's Executive Director job description, including but not limited to the following:

- A. Working with Board to develop and implement the organization's strategic and operational plans;
- B. Providing leadership and direction to a staff;
- C. Maintaining fiscal health and financial controls for the agency;
 - a. Overseeing the physical facilities and providing asset management of the Authority's housing portfolio;
 - b. Maintaining agency image and good relationships with the community and local, state, and federal government and governmental agencies;
- D. Ensuring legal and regulatory compliance;
- E. Securing program funding for housing and redevelopment projects;
- F. Assisting with the Authority's search for a new Executive Director; and
- G. Other related activities as requested by the Authority.

SECTION 3. TERMS AND TIME OF PERFORMANCE

The term of this Agreement shall be from _____ until _____. The Authority may extend the term of this Agreement by thirty (30) day increments by written notice to the Interim Executive Director five (5) days prior to the expiration date of the Agreement by mutual consent, subject to Department of Housing & Community Development (hereinafter “DHCD”) approval.

The Interim Executive Director and the Authority shall also agree upon a schedule of time for completion of individual tasks and the performance of the Interim Executive Director’s services, based upon reasonable times for review, approval, and return of documents, to insure the prompt and continuing execution of the scope of services. Schedules for each task order will be determined during the initiation period for each task.

SECTION 4. COMPENSATION FOR SERVICES

The Interim Executive Director shall be compensated at a rate of _____ Dollars (\$ _____ .00) per hour. The Interim Executive Director will work a minimum of _____ (_____) hours per week and will not exceed _____ (_____) hours per week, except as necessary. Compensation for services provided by the Interim Executive Director shall be paid by the Authority in accordance with its usual and customary payroll schedule.

As a temporary contract employee, the Interim Executive Director will not be entitled to any fringe benefits or other rights under the Authority’s Personnel Policy.

SECTION 5. REIMBURSABLE EXPENSES

Reimbursable Expenses require prior Authority approval and shall be limited to actual and necessary expenditures of the Interim Executive Director required for the complete performance of this Agreement. Items for which reimbursement may be sought must be in accordance with DHCD Budget Guidelines.

Reimbursable expenses incurred by the Interim Executive Director shall be reimbursed by the Authority on a bi-monthly basis upon the request of the Interim Executive Director and upon the Authority's receipt and approval of receipts and other appropriate documentation of costs properly incurred in accordance with the terms of this contract. The Authority agrees to pay Interim Executive Director within fifteen (15) days of its receipt of documentation. The Interim Executive Director shall maintain complete and accurate records of all reimbursable expenses.

SECTION 6. INTERIM EXECUTIVE DIRECTOR REPRESENTATIONS

The Interim Executive Director represents that:

1. He/she presently has no financial interest and shall not acquire any such interest direct or indirect, which 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. Chapter 268A, as amended from time-to-time; 2) in the performance of this Agreement, no person having an such interest shall be employed by the Interim Executive Director, and; 3) no partner or employee of the firm is related by blood or marriage to any Board member or employee of the Authority.

2. Pursuant to M. G. L, Chapter 62C, Section 49A, he/she is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
3. He/she will not assign any portion of this Agreement, and will not subcontract or delegate any of the services required under this Agreement without the prior written consent of the Authority.
4. He/she will comply with all applicable laws, ordinances, and regulations that govern his/her performance of this Agreement.
5. He/she has not employed any person to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Agreement or, at its discretion, to deduct from the Interim Executive Director's fee the amount of such commission, brokerage or contingent fee.
6. To the extent that the Interim Executive Director receives information about the Authority or its staff or residents in the course of performing this Agreement, the Interim Executive Director shall not disclose that information to any person, and shall be bound as a Holder of Personal data to the provisions of M. G. L. c. 66A and the regulations at 760 CMR 8.00 et seq.

SECTION 7. GENERAL PROVISIONS

- A. Changes to Agreement. Changes to this Agreement will be enforceable only if recorded in writing, and executed by the individuals named below as signatories to this Agreement or their designees, and approved in writing by DHCD.
- B. Access. The Authority Board agrees to provide the Interim Executive Director with access to the Authority's office and property and to provide access to any Authority records requested.
- C. Inspection and Acceptance. The Authority Board is responsible for the inspection and acceptance of the Interim Executive Director's work and for assuring that time schedule and other performance goals set forth in this Agreement are met. The Authority reserves, for itself, the right to inspect the Interim Executive Director's work product and material at any time.

The Authority and DHCD, or any other authorized government agency or organization, shall be permitted to inspect or audit all contracts, invoices, records, materials, and other financial and work data relating to any and all matters covered by this Agreement.

- D. Ownership of Documents. All reports, data or information produced by the Interim Executive Director in the course of performing this Agreement shall become the property of the Authority upon their approval by the Authority or upon termination of the Interim Executive Director's services hereunder. The Interim Executive Director shall deliver to the Authority all such reports, data or information, and the Interim Executive Director shall have no claim for further employment or additional compensation as a result of exercise by the Authority of its full rights of ownership of these documents and materials.

- E. Non-Discrimination and Equal Employment Opportunity. The Interim Executive Director agrees that he/she will not discriminate against any person in performing services pursuant to this Agreement 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.

- F. DHCD Retained Risk Program. Actions undertaken by the Interim Executive Director within the scope of this contract are covered under DHCD's Retained Risk Program, in the same manner and to the same extent as it covers LHA executive directors, board members and staff who are performing duties within the scope their employment. For the purposes of this section, coverage includes provision of a defense and funds for damages or settlement incurred in a matter alleging any action or inaction by the Interim Executive Director under this Agreement.

- G. Termination of Agreement for Default. The Authority may at any time, by written notice, terminate this Agreement for default, in whole or in part, if Interim Executive Director fails to perform as required by the Agreement and such failure is not corrected within ten (10) days from the date of receipt of written notice from the Authority.

- H. Termination of Agreement for Convenience. The Authority may, at any time, by written notice, terminate this Agreement for the convenience of the Authority. Upon termination for convenience, Interim Executive Director shall be entitled only to recover for services performed by the Interim Executive Director prior to termination at the rate of compensation set forth above, plus reimbursement for other direct costs incurred prior to said termination to the extent recoverable under this Agreement.

- I. Notices and Demands. Any notice or demand permitted or required under this Agreement to be given or served by either of the parties hereto or upon the other party hereto shall be made in writing and shall be signed in the name of the party giving or serving same. Such notice or demand shall be mailed by certified mail, postage and certified charges prepaid. Notices shall be addresses as follows:

Authority:

, Chair
 Housing Authority

 , Massachusetts

Interim Executive Director:

, Massachusetts

or such other place as the parties may designate by written notice.

- J. Governing Law. This Agreement is made, interpreted, and governed under the laws of the Commonwealth of Massachusetts.

K. Validation. This Contract will not be valid until signed by the Undersecretary DHCD or his/her designee.

IN WITNESS WHEREOF, the _____ Housing Authority and the Interim Executive Director have executed this Agreement.

FOR HOUSING AUTHORITY

By _____

Title Chair of the Board

Dated: _____

FOR

By _____

Title Interim Executive Director

Dated: _____

APPROVED: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By _____

Undersecretary (or Designee)

Dated: _____