# CONTRACT OF EMPLOYMENT

# BY AND BETWEEN

# THE       HOUSING AUTHORITY

 **AND**

**[CONTRACT EMPLOYEE NAME]**

This Contract is entered into as of this       day of      , 20      by and between the
**HOUSING AUTHORITY** (hereinafter called "the Authority") and the **[CONTRACT EMPLOYEE NAME]** (hereinafter called "the Contractor.").

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

# SECTION 1. ENGAGEMENT OF CONTRACTOR

The Authority hereby engages the Contractor and the Contractor agrees to provide services to the Authority for the period of this Contract as described in the Scope of Services below.

# SECTION 2. SCOPE OF SERVICES

The Contractor will provide the services set out in the Authority’s Executive Director job description (attached hereto as Exhibit A and herby incorporated by reference), including but not limited to the following:

1. Providing leadership and direction to staff;
2. Maintaining fiscal health and financial controls for the agency;
	* 1. Overseeing the physical facilities and providing asset management of the Authority’s housing portfolio;
		2. Maintaining agency image and good relationships with the community and local, state, and federal government and governmental agencies;
3. Ensuring legal and regulatory compliance;
4. Securing program funding for housing and redevelopment projects;
5. Other related activities as requested by the Authority.

# SECTION 3. TERMS AND TIME OF PERFORMANCE

The initial term of this Contract shall not exceed six (6) months, and shall be from **[MM/DD/YYYY]** until **[MM/DD/YYYY].** The Authority may extend the term of this Contract by thirty (30) day increments not to exceed an additional six (6) months, by written notice to the Contractor five (5) days prior to the expiration date of the Contract by mutual consent, subject to Department of Housing & Community Development (hereinafter “DHCD”) approval.

The Contractor and the Authority shall also agree upon a schedule of time for completion of individual tasks and the performance of the Contractor’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 will be determined during the initiation period for each task.

# SECTION 4. COMPENSATION FOR SERVICES

The Contractor shall be compensated at the actual negotiated rate of $  PER HOUR. The rate has been negotiated with the Authority Board or its designee and adopted by a vote of the Board at an open meeting. The Contractor’s hours shall not exceed hours of work per week. The maximum total fee shall not exceed $**.**

Basic service costs incurred by the Contractor shall be reimbursed by the Authority on a monthly basis upon the request of the Contractor and upon the Authority’s receipt and approval of invoices with the appropriate documentation of costs properly incurred in accordance with the terms of the Contract. The Authority agrees to pay Contractor within thirty (30) days of receipt of invoice.

If the Contractor is not an active member of a contributory retirement system for Massachusetts public employees, the Authority shall deduct Social Security from the Contractor’s compensation. The Authority shall also deduct all applicable taxes. In the event that the Contractor is receiving a pension from a Massachusetts public employee contributory retirement system, the Contractor shall be solely responsible for complying with any and all limitations on Contractor’s hours and/or compensation under the system.

# SECTION 5. REIMBURSABLE EXPENSES

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

Reimbursable expenses incurred by the Contractor shall be reimbursed by the Authority on a bi-monthly basis upon the request of the Contractor 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 Contractor within fifteen (15) days of its receipt of documentation. The Contractor shall maintain complete and accurate records of all reimbursable expenses.

# SECTION 6. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

1. It 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 Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having an such interest shall be employed by the Contractor, 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, it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
3. It will not assign any portion of this Contract, and will not subcontract or delegate any of the services required under this Contract without the prior written consent of the Authority.
4. It will comply with all applicable laws, ordinances, and regulations that govern its performance of this Contract.
5. It has not employed any person to solicit or secure the Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Contract or, at its discretion, to deduct from the Contractor’s fee the amount of such commission, brokerage or contingent fee.
6. To the extent that the Contractor receives information about the Authority or its staff or residents in the course of performing this Contract, the Contractor 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

1. Changes to Contract. Changes to this Contract will be enforceable only if recorded in writing, and executed by the individuals named below as signatories to this Contract or their designees, and approved in writing by DHCD.
2. Access. The Authority agrees to provide the Contractor with access to the Authority’s office and property and to provide access to any Authority records requested.
3. Inspection and Acceptance. The Authority is responsible for the inspection and acceptance of the Contractor’s work and for assuring that time schedule and other performance goals set forth in this Contract are met. The Authority reserves, for itself, the right to inspect the Contractor’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 Contract.

1. Ownership of Documents. All reports, data or information produced by the Contractor in the course of performing this Contract shall become the property of the Authority upon their approval by the Authority or upon termination of the Contractor's services hereunder. The Contractor shall deliver to the Authority all such reports, data or information, and the Contractor 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.
2. Non-Discrimination and Equal Employment Opportunity. The Contractor agrees that he/she will not discriminate against any person in performing services pursuant to this Contract 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.
3. DHCD Retained Risk Program. Actions undertaken by the Contractor 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 Contractor under this Contract.
4. Termination of Contract for Default. The Authority may at any time, by written notice, terminate this Contract for default, in whole or in part, if Contractor fails to perform as required by the Contract and such failure is not corrected within ten (10) days from the date of receipt of written notice from the Authority.
5. Termination of Contract for Convenience. The Authority may, at any time, by written notice, terminate this Contract for the convenience of the Authority. Upon termination for convenience, Contractor shall be entitled only to recover for services performed by the Contractor 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 Contract.
6. Notices and Demands. Any notice or demand permitted or required under this Contract 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 addressed as follows:

Authority:

[FIRST AND LAST NAME], Chair

     Housing Authority

[ADDRESS LINE 1]

[CITY, MA, ZIP]

Contractor:

[FIRST AND LAST NAME], [TITLE]

[ADDRESS LINE 1]

[CITY, MA, ZIP]

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

1. Governing Law. This Contract is made, interpreted, and governed under the laws of the Commonwealth of Massachusetts.
2. Validation. This Contract will not be valid until signed by the Undersecretary of DHCD or his/her designee.

**IN WITNESS WHEREOF,** the       Housing Authority and the Contractor have executed this Contract.

# FOR LOCAL HOUSING AUTHORITY

By

 Chair of the Board Dated:

# FOR CONTRACTOR

By

 Contractor

Dated:

# APPROVED: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By

Undersecretary (or Designee)

Dated: