**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, Executive Office of Housing and Livable Communities (“EOHLC”) 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 EOHLC 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 EOHLC and shall automatically terminate       (     ) years from its effective date. In no event shall the initial term of this Agreement be greater than five (5) years.

**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 EOHLC. Notices under this paragraph shall be sufficient if delivered in writing to the following:

For Owner:

      Housing Authority

Attn: Chairperson

[First and Last Name]

[City], MA [Zip]

For Management Agent:

      Housing Authority

Attn: Chairperson

[First and Last Name]

[City], MA [Zip]

For EOHLC:

Executive Office of Housing

and Livable Communities

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. Restoration to Pre-Agreement Levels.** Any changes to salary, wage or employment status or any cost allocation changes between the Owner and the Management Agent made as a result of this Agreement will be fully restored to pre-Agreement levels immediately upon termination, suspension, or expiration of this Agreement.

**Article 7. Reimbursements.**  Reimbursable expenses require prior Owner approval and shall be limited to actual and necessary expenditures of the Management Agent required for the complete performance of this Agreement. Items for which reimbursements may be sought must be in accordance with EOHLC Budget Guidelines. Any reimbursable expenses payable to the Management Agent by the Owner shall not, together with the Agreement Sum, exceed the Owner’s approved Allowable Non-Utility Expense Level (the “ANUEL”) for any fiscal year during the term of this Agreement. In the event that any such expenses exceed the Owner’s ANUEL the Management Agent shall refund the Owner that same amount.

**Article 8. 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 by 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 9. 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 10. 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 EOHLC.

**Article 11. 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 EOHLC or his/her designee.

**Article 12. 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**

**(Name of Housing** **Authority)**

**By:**
 **(Name & Title)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OWNER**

**(Name of Housing** **Authority)**

**By:**       **(Name & Title)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attest:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **APPROVED:**

**Executive Office of Housing**

**and Livable Communities**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Deputy Secretary**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Date)**

**ATTACHMENT A**

Insert Staffing Plan

**ATTACHMENT B**

**MANAGEMENT FEE CALCULATION WORKSHEET**

**(*For Agreements with Small LHA Owners with 1-199 units*)**

Use this worksheet to calculate the Maximum Management Fee and Executive Director Salary from Fee.

|  |  |
| --- | --- |
| **Owner LHA:****Management Agent:**  |  |
|  |

**Step 1. Calculate the Maximum Management Fee**

|  |  |  |  |
| --- | --- | --- | --- |
| Enter Owner’s LHA Calculated Salary Maximum: | = | $      | (a) |
|  |  |  |
| Multiply (a) by 1.25 | = | $      | (b) |
|  |  |  |  |
| Enter (b)  | = | $      | **1** |
| *This is the Maximum Management Fee (annual).* |

**Step 2. Enter the Negotiated Management Fee**

|  |  |  |  |
| --- | --- | --- | --- |
| Enter the negotiated Management Fee (annual) | = | $      | **2** |
| *This amount can be less than, but must not exceed (1) above.*  |

**Step 3. Calculate the Maximum Executive Director Salary from Fee**

|  |  |  |  |
| --- | --- | --- | --- |
| Enter Percent based on Size of Management Agent | = |      % | (a) |
| If Management Agent has 1 - 199 Units, enter 40% |  |  |  |
| If Management Agent has 200 - 499 Units, enter 30% |  |  |  |
| If Management Agent has 500 - 999 Units, enter 20% |  |  |  |
|  |  |  |  |
| Enter (2) from above | = | $      | (b) |
|  |  |  |  |
| Multiply (a) and (b) | = | $      | **3** |
| *This is the Maximum Executive Director Salary from Fee (annual).* |

**Step 4. Enter the Board-Approved Executive Director Salary from Fee**

|  |  |  |  |
| --- | --- | --- | --- |
| Board-Approved Executive Director salary from Fee  | = | $      | **4** |
| *This amount can be less than, but must not exceed (3) above.* |

**Step 5. Amendment to Management Fee
*(complete only if amending an existing, EOHLC-Approved Management Services Agreement)***

|  |  |  |  |
| --- | --- | --- | --- |
| Enter the Approved Management Fee  | = | $      | **5** |
|  |

|  |  |  |  |
| --- | --- | --- | --- |
| Enter Increase (Decrease) in Fee  | = | $      | **6** |
|  |

|  |  |  |  |
| --- | --- | --- | --- |
| Amended Management Fee | = | $      | **7** |
| *This amount may not exceed the total of (1) above plus the % increase in ANUEL for the Owner’s budget year.* |

**Step 6. Amended Board-Approved Executive Director Salary from Management Fee**

***(complete only if amending an existing, EOHLC-Approved Management Services Agreement)***

|  |  |  |  |
| --- | --- | --- | --- |
| Enter Percent based on Size of Management Agent | = |      % | (a) |
| If Management Agent has 1 - 199 Units, enter 40% |  |  |  |
| If Management Agent has 200 - 499 Units, enter 30% |  |  |  |
| If Management Agent has 500 - 999 Units, enter 20% |  |  |  |
|  |  |  |  |
| Enter (7) from above | = | $      | (b) |
|  |  |  |  |
| Multiply (a) and (b) | = | $      | **8** |
| *This is the Maximum Executive Director Salary from Fee (annual).* |

|  |  |  |  |
| --- | --- | --- | --- |
| Amended Board-Approved Salary from Management Fee  | = | $      | **9** |
| *This amount can be less than, but must not exceed (8) above.* |