**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.**

1. Upon signing this Agreement, the Management Agent shall assist theExecutive Ofice of Housing and Livable Communities(EOHLC) 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 EOHLC’s conditional approval of this Agreement, and will become a part of this Agreement. Failure to complete and submit the Management Work Plan within the thirty (30) business days of EOHLC’s conditional approval will render this Management Agreement null and void.
2. 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, EOHLC 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 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 the written approval of the 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 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 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:

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. Restoration to Pre-Agreement Levels.** Any wage, salary 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. 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 by 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 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, or political beliefs, receipt of public assistance, rental assistance or housing subsidy or any other basis prohibited by law. The Management Agent will use 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 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 & 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:**

**DEPARTMENT OF HOUSING &**

**COMMUNITY DEVELOPMENT**

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

**Undersecretary or Designee**

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

**(Date)**

**ATTACHMENT A**

**MANAGEMENT WORK PLAN**

**(Management Services Agreement must attach a work plan that includes the following)**

This MANAGEMENT WORK PLAN (“Work Plan”) is to commence on the day of      , 20      and is incorporated in the Management Services Agreement between       Housing Authority (the “Owner”) and       Housing Authority (the “Management Agent.”)

1. **Subject of Management Responsibilities:**
2. The property (the “Development”) to be managed by the Management Agent under this Work Plan is a housing development or developments consisting of the land, buildings, and other improvements described in Attachment A.
3. The programs (the “Programs”) to be managed by the Management Agent under this Work Plan include rental voucher programs and other programs administered by the Owner other than public housing programs and are also identified in Attachment B.
4. **Scope of Work:**

In addition to the scope of work set out in the management services agreement, a written plan must be provided by the Management Agent that addresses areas of deficiency at the Owner LHA as an attachment to this Management Services Agreement. The Work Plan may be organized in any format but shall include, without limitation, an assessment of the following items and a plan to remedy any deficiencies found.

1. Administration & Finance
	1. Table of Organization indicating positions currently employed by the Management Agent and how they will interact with current staffing at the Owner LHA.
	2. Job Descriptions
	3. General Policies
		1. Administration of records (Privacy & Confidentiality)
		2. Personnel Policy
		3. Collective Bargaining Agreements (if applicable)
		4. Sexual Harassment Policy
		5. Workforce Analysis and Affirmative Action Plan
		6. Language Access Plan
		7. Reasonable Accommodation Policy
	4. Fiscal Policies and Procedures
		1. Procurement
		2. Credit card
		3. Reimbursement for expenses
	5. Budget and Budget monitoring
		1. Budget submission
		2. Reserves
		3. Other
	6. Financial Reporting
		1. Operating Statements
		2. Audit reports:
			1. AUP
			2. Single Audits
			3. State Audits
2. Occupancy Policy and Procedures
	1. Tenant Selection
	2. CORI Policy
	3. Rent Determination and Rent Collection
	4. Lease Policy and Procedures

 i. Fees

ii. Common area use

* 1. Tenant Grievance Policy and Procedure
	2. Legal & Evictions
	3. Vacancy
		1. Vacancy Reporting
		2. Marketing/Affirmative Action and Fair Housing
		3. Wait List Management
1. Maintenance Policies and Procedures
	1. Staffing structure and reporting policy
	2. Preventive maintenance
	3. Work order policy and system
	4. Deferred maintenance
	5. Planning & Capital Improvements
		1. CIP Plans
		2. Annual Plan
2. Security and Safety
3. Tenant Participation (including Local Tenant Organization)
4. Tenant Services and Amenities
5. Compliance
	1. Annual Inspections
	2. REAC (Section 8 developments)
	3. Annual, Quarterly and Monthly Reports
	4. State Sanitary Code

**ATTACHMENT B**

 Insert list of all Owner developments and programs under management.

**ATTACHMENT C**

**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.* |