



**Agreement between
the Town of _____ and the
Central Massachusetts Regional Planning Agency for
Regional Housing Coordinator Services**

THIS AGREEMENT is entered into by and between the Town of _____, as one of the Towns participating in the Regional Housing Coordinator Program offered by the Central Massachusetts Regional Planning Commission (CMRPC).

WHEREAS, under [M.G.L. Ch. 40 Sec. 4A](#), the Towns have entered into an Agreement for the sharing of a Regional Housing Coordinator to coordinate housing production, ensure a diverse housing stock, and increase local capacity to respond to the housing crisis within the CMRPC region across the country. The regional service will offer comprehensive planning and administrative service options, including maintenance of the Town's Subsidized Housing Inventory, public education, technical support, plan development, and implementation support for town departments and boards.

WHEREAS the Towns participating in the Regional Housing Coordinator Program seek to engage CMRPC as a Host Agency to provide comprehensive financial, staffing, and programmatic services.

WHEREAS the Town, under [M.G. L. C. 40, s.4A](#) has obtained authorization to enter into this Agreement by a vote of its Selectboard/Board of Selectmen

NOW, THEREFORE, the Town and CMRPC, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. TERM

The term of this Agreement shall be one year, starting July 1, 2023, and ending June 30, 2024.

2. DUTIES OF THE HOST AGENCY

CMRPC shall seek to provide the following services to the Towns:

- Employ and oversee CMRPC Regional Housing Coordination staff
- Providing benefits, office space, and necessary equipment
- Provide the Town with the comprehensive services as outlined in the **attached Regional Housing Coordinator Job Description**

- Provide regular reports that detail the tasks completed by the Regional Housing Coordinator.
- Facilitate an Advisory Committee comprised of representatives from member communities, implementing the goals and directives of the Advisory Committee.
- CMRPC and a Community Compact Efficiency and Regionalization Grant cover all membership costs for this FY24 contract.

3. OBLIGATIONS OF THE MEMBER TOWNS

The Town agrees to provide the following services to ensure that the CMRPC delivers quality, efficient delivery of service:

- Designate a Member and Alternate to an informal Advisory Committee. The Advisory Committee will set goals, work tasks, and priorities for the Regional Housing Coordinator, with members serving as the main point of contact for their Town.

The Town’s designated Member for FY24 will be:

Name: _____

Title/Position: _____

Phone: _____

Email: _____

The Town’s designated Alternate for FY24 will be:

Name: _____

Title/Position: _____

Phone: _____

Email: _____

- Communicate any concerns about the program first to the staff person involved and to the CMRPC Regional Projects Manager.
- Prompt review of staff reports and other materials.
- CMRPC and a Community Compact Efficiency and Regionalization Grant cover all membership costs for this FY24 contract. While CMRPC does not require a formal commitment from municipalities beyond FY24, we request that all participating towns consider dedicating local funds to sustain this program through FY25 and beyond.

4. MUNICIPAL MEMBERSHIP OPTIONS

CMRPC and a Community Compact Efficiency and Regionalization Grant cover all membership costs for this FY24 contract. While CMRPC only requires a formal commitment from municipalities beyond FY24, we request that all participating towns consider dedicating local funds to sustain this program through FY25 and beyond.

Should a community choose to execute another contract with CMRPC for these services in FY25, beginning July 1, 2024, and ending on June 30, 2025, all services rendered by the CMRPC would be provided under tiered membership rates established by CMRPC. Re-evaluation of the membership rates shall be conducted annually, and notification of membership rates for the next fiscal year will be provided to the Selectboard by April 1st.

Membership fees must be paid at the beginning of the contract, which starts July 1st. Prorated contracts may be negotiated if a community wants to join at another time during the year.

The Town has selected an average of 4 hours per week, and the cost under this contract shall be \$0 in FY24, with projected assessments for optional future contracts listed below:

Average Hours per Week	FY24 Assessment	Projected FY25 Assessment	Projected FY26 Assessment
4	\$0	\$16,720.00	\$17,472.40
6	\$0	\$25,080.00	\$26,208.60
8	\$0	\$33,440.00	\$34,944.80
10	\$0	\$41,800.00	\$43,681.00
12	\$0	\$50,160.00	\$52,417.20
15	\$0	\$62,700.00	\$65,521.50

<i>Maximum Starting Salary</i>	<i>\$75,000</i>
<i>CMRPC Indirect Rate</i>	<i>100%</i>
<i>Maximum Annual Increase, based on performance</i>	<i>4.50%</i>

Hours are expected to fluctuate with a Town’s workload over the year. It will be essential to flag time-sensitive projects ahead of time to allow the Regional Housing Coordinator to plan their activities. Projected assessments are simply estimates, given CMRPC’s annual wage increases. Actual membership rates for the following fiscal year will be provided no later than April 1st.

5. INDEMNIFICATION AND INSURANCE

The Town shall indemnify the CMRPC from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages, and any and all claims, demands, and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the CMRPC performance under this agreement but only to the extent and in an amount for which the Town would otherwise be liable under the Massachusetts Tort Claims Act, [M.G.L. c. 258](#).

CMRPC shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands, and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from CMRPC’s performance under this agreement but only to the extent and in an amount for which the CMRPC would otherwise be liable under the Massachusetts Tort Claims Act, [M.G.L. C. 258](#).

By entering into this Agreement, the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

6. FINANCIAL SAFEGUARDS

CMRPC Financial Responsibilities and Safeguards under [MGL c.40 s.4a](#):

- a. CMRPC shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received;
- b. CMRPC shall cause to be performed regular audits of such records;
- c. CMRPC shall issue regular reports to all participants.

7. WAIVERS

All covenants, conditions, duties, and obligations contained herein can be waived only by written agreement by and between the Town and the CMRPC. Such waivers shall only be effective if they conform with all other requirements of the law. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver nor limit the legal or equitable remedies available to either party. No default or breach shall constitute a waiver of any subsequent default or breach.

8. AMENDMENTS

An amendment to this Agreement shall be effective only if it is in writing, signed by the duly authorized representatives of the CMRPC and the Town, and complies with the provisions of this Agreement and all other regulations and requirements of law.

9. FORCE MAJEURE

Neither the Town nor the CMRPC shall be liable to the other nor be deemed in breach of this Agreement for failure or delay in rendering performance arising from causes factually beyond its control and without fault and negligence. Such reasons may include but are not limited to acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

10. ASSIGNABILITY

The CMRPC shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Towns.

11. TERMINATION

This agreement may be terminated by any party for any reason upon at least three months' written notice from the date received by any party, sent by certified mail, and return receipt requested. Authorized officials of the parties shall sign such notice. No such termination shall affect any obligations that may have arisen before such termination. Upon such termination, the withdrawing Town shall be solely responsible for providing housing

coordination services for the benefit of that Town.

12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect so long as the Agreement continues to reflect the intention of the parties.

13. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

14. NOTICES

Any notice permitted or required hereunder to be given or served on the Town and/or the CMRPC shall be in writing, signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any adequately addressed notice sent by mail via the United States Postal Service as set forth below:

Town of _____

_____, MA _____

CMRPC
Connor Robichaud
1 Mercantile St – Suite 520
Worcester, MA 01608

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town Authorized Signatory

Date

Janet A. Pierce, Executive Director, CMRPC

Date