

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (“Agreement”) is entered into by and between the Towns of Harvard, Hudson, Bolton, Boxborough, Littleton, Lancaster and Stow, by and through each town’s Board of Selectmen, hereafter referred to individually as a “Municipality” and collectively as the “Municipalities;” the Hudson Municipal Affordable Housing Trust, by and through its Board of Trustees, hereinafter referred to as the “Trust,” with no such Selectman or Trustee having personal liability; and the Devens Enterprise Commission and MassDevelopment Devens, by and through its duly authorized signatories, hereinafter referred to as “Devens,” with no such Selectman or Trustee having personal liability, commencing this __1rst day of July 2020, as follows:

WHEREAS, the Municipalities and Devens desire to share the services and costs of a common Regional Housing Consultant (“RHC”); and

WHEREAS, the Town of Hudson, through its Hudson Municipal Affordable Housing Trust and the administrative support of the Hudson Planning & Community Development Department, is willing and capable of acting as the lead Municipality (the Town of Hudson acting through the Trust being referred to in this Agreement as the “Lead Municipality”) in procuring, and overseeing such Consulting Services; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, §4A; the Trust has authority to enter into this Agreement pursuant to G.L. c. 44, §55C; and Devens has authority to enter into this Agreement pursuant to G.L. c. 498 Acts of 1993. The authorizing vote of each Municipality’s Board of Selectmen, the Trustees of the Trust, and the MassDevelopment Devens Vice President for Operations and the Director/Land Use Administrator for the Devens Enterprise Commission is also appended hereto as Exhibit B.

Town of Harvard, duly authorized by its Select Board
Town of Hudson, duly authorized by its Board of Selectmen
Hudson Municipal Affordable Housing Trust Fund, duly authorized by its Board of Trustees
Town of Bolton, duly authorized by its Board of Selectmen
Town of Boxborough, duly authorized by its Board of Selectmen
Town of Littleton, duly authorized by its Board of Selectmen
Town of Lancaster, duly authorized by its Board of Selectmen
Town of Stow, duly authorized by its Board of Selectmen
Devens Enterprise Commission and MassDevelopment Devens, duly authorized by its Commissioners (DEC) and Board (MassDevelopment)

NOW, THEREFORE, the Municipalities, the Trust, and Devens, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on the date set forth above. The term of this Agreement shall expire three (3) years from the date set forth above for all parties, unless sooner amended or terminated as set forth herein. This Agreement may be

renewed in three (3) year increments by an extension duly authorized by the Municipalities pursuant to G.L. c. 40, §4A, the Trust pursuant to G.L. c. 44, §55C, and Devens pursuant to G.L. c. 498 Acts of 1993, as applicable to each entity. Any Municipality, the Trust, or Devens may withdraw from the Agreement as defined below.

2. Lead Municipality. During the Term of this Agreement, the Town of Hudson, acting as the Lead Municipality through the Trust, shall oversee the RHC. The Town of Hudson, through its standard procurement practices, through the Trust, shall contract with a suitable RHC to provide the housing administrative services to all the participating Municipalities and Devens as described in Section IV: “Project Overview, Scope of Work, & Deliverables” (p.8-15) of the Request for Proposals for MAGIC Regional Housing Consultant Services (“RFP”) issued publicly on April 20, 2020, a copy of which is attached to this Agreement as Exhibit A and incorporated herein.

3. Duties. During the Term of this Agreement, the RHC shall perform the housing administrative services described in the RFP pursuant to a contract entered into by the Lead Municipality with the RHC (“RHC Contract”).

4. Fee Structure. The Municipalities and Devens have identified the need for services from the RHC in an approximate annual allocation of hours as indicated in Exhibit A, Table 2: Estimated Hours by Service Type, attached and incorporated herein, as derived from the RFP. The Municipalities and Devens acknowledge that Monitoring Services and Regional Activities (listed in Exhibit A, Table 2: Estimated Hours by Service Type), are base contract services (the “Base Contract Services”). As part of this Agreement and the RHC Contract, participating Municipalities and Devens may also avail themselves of additional local support in the amount of hours specified in Exhibit A, Table 2: Estimated Hours by Service Type under “Local Support”. The executed RHC Contract shall have a fixed amount not to exceed the hours so designated in Exhibit A, Table 2: Estimated Hours by Service Type.

5. Appropriation. Upon signing of this Agreement, each Municipality and Devens shall appropriate or shall have available through available funds held in its own Affordable Housing Trust Fund a minimum amount equal to the Base Contract Services for Monitoring Services and Regional Activities as expressed in the RHC Contract plus the administrative fee for the Lead Municipality of \$350 per year per Municipality and Devens, and a maximum amount not to exceed the total price identified in the RHC for the given Municipality or Devens. Any RHC hours, desired by individual Municipalities or Devens in excess of the amount of hours specified in Exhibit A, Table 2: Estimated Hours by Service Type, shall first be pre-approved by the requesting Municipality or Devens as applicable, the RHC, and the Lead Municipality, and shall not exceed 25% of the allotted hours in Exhibit A, Table 2: Estimated Hours by Service Type, pursuant to G.L. c. 30B.

6. Payment. The Town of Hudson as Lead Municipality shall quarterly invoice the Municipalities and Devens for the preceding quarter with payment due within thirty (30) days of the invoice date for work actually performed and billed by the Consultant; and the Municipalities and Devens shall make such payments to the Lead Municipality pursuant to the RHC Contract.

7. Yearly Adjustments. The annual allocation of hours in Exhibit A, Table 2: Estimated Hours by Service Type shall be reviewed and adjusted, if necessary, annually, three (3) months prior to the end of each fiscal year. The Town of Hudson as Lead Municipality shall provide to all Municipalities and Devens a record of the actual hours of services provided to each Municipality and Devens, and make any adjustments necessary for the following fiscal year.

8. Addition of New Entities to Agreement. Any entity, municipal or otherwise, not a part of this Agreement may petition the parties involved in this Agreement to join the Agreement. Petitions shall be made no later than six (6) months prior to the end of each fiscal year and the Municipalities and Devens shall vote on the request no later than three (3) months prior to the end of the fiscal year. In order to approve the addition of a new entity to the Agreement, no less than a super majority of the Municipalities and Devens must approve the addition. New entities may only officially join the Agreement and begin receiving services from the RHC at the beginning of a fiscal year.

9. Termination. Any Municipality or Devens other than the Town of Hudson as Lead Municipality, by a vote of its respective authorizing Board, may withdraw from and terminate this Agreement at the end of any fiscal year with the provision of at least six (6) months prior written notice to the Lead Municipality. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. Upon such termination, the Lead Municipality shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality or Devens for payment within thirty (30) days thereafter. The Town of Hudson as Lead Municipality, by a vote of its Board of Selectmen, and the Hudson Municipal Affordable Housing Trust, by vote of its Board of Trustees, may together terminate this Agreement upon the provision of at least two (2) months prior written notice to the participating Municipalities and Devens. After termination of this Agreement, the Town of Hudson as Lead Municipality shall remain liable to the participating Municipalities and Devens for any portion of the payments received not earned. Any Municipality or Devens may withdraw at the end of any fiscal year in which the municipal legislative body or Devens equivalent bodies have not appropriated funds sufficient to support that municipality's or Devens' participation in the subsequent fiscal year. In such an event, the municipality or Devens shall give as much notice to other subscribers to this Agreement as the circumstances allow.

10. Steering Committee. There shall exist an Intermunicipal Steering Committee comprised of one (1) representative from each Municipality and Devens, who shall be appointed by the appropriate appointing authority of the Municipality and Devens. The Committee shall meet as needed, generally on a quarterly basis. The RHC, with direction from the Town of Hudson as Lead Municipality, shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

11. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality and Devens, and changes to the annual allocation of hours as indicated in Exhibit A, Table 2: Estimated Hours by Service Type. Any recommendations made to the Planning & Community Development Director overseeing the

RHC must be made by a majority vote. Any unresolved issues shall be decided by the Executive Assistant (Chief Administrative Officer) of the Town of Hudson.

12. Financial Safeguards. The Town of Hudson as Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities and Devens hereto, and all contributions received from the Municipalities and Devens. The Town of Hudson as Lead Municipality shall issue a financial report for each fiscal year to each of the Municipalities and Devens by December 31st of the following fiscal year.

13. Assignment. None of the Municipalities or Devens shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities and Devens.

14. Amendment. This Agreement may be amended only in writing pursuant to a vote by all Municipalities, and the Trust, duly authorized thereunto.

15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

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

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality or Trust 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 properly addressed notice sent by mail as set forth below:

Town of Hudson

Hudson Board of Selectmen
c/o Thomas Moses, Executive Assistant
78 Main Street
Hudson, MA 01749

Hudson Municipal Affordable Housing Trust Fund

c/o Jack Hunter, Planning & Community Development Director
78 Main Street
Hudson, MA 01749

Town of Harvard

Harvard Select Board
c/o Timothy P. Bragan
13 Ayer Road
Harvard, MA 01451

Town of Bolton

Bolton Board of Selectmen
c/o Erica Uriarte, Town Planner
663 Main Street
Bolton, MA 01740

Town of Boxborough

Boxborough Board of Selectmen
c/o Mary Nadwairski, Planning Department Assistant
29 Middle Road
Boxborough, MA 01719

Town of Littleton

Littleton Board of Selectmen
c/o Maren Toohill, Town Planner
37 Shattuck Street
Littleton, MA 01460

Town of Lancaster

Lancaster Board of Selectmen
c/o Orlando Pacheco
701 Main Street
Lancaster, MA 01523

Town of Stow

Stow Board of Selectmen
c/o Jesse Steadman, Town Planner
380 Great Road
Stow, MA 01775

Devens Enterprise Commission

Director/Land Use Administrator
c/o Peter Lowitt, FAICP
33 Andrews Parkway
Devens, MA 01434

MassDevelopment Devens

Senior Vice President Devens Operations
Jessica Strunkin 33 Andrews Parkway

Devens, MA 01434

19. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities and the Trust concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities and the Trust concerning the subject matter hereof. Each Municipality and the Trust acknowledges that it has not relied on any representations by any other Municipality or the Trust or by anyone acting or purporting to act for another Municipality or the Trust or for whose actions any other Municipality or the Trust is responsible, other than the express, written representations set forth herein.

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

TOWN OF HUDSON
By its Board of Selectmen

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

Hudson Municipal Affordable Housing Trust Fund

Kevin Santos, Chair

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

TOWN OF HARVARD
By its Select Board

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

TOWN OF BOLTON
By its Board of Selectmen

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

TOWN OF BOXBOROUGH
By its Board of Selectmen

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

TOWN OF LITTLETON
By its Board of Selectmen

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

TOWN OF STOW
By its Board of Selectmen

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

DEVENS ENTERPRISE COMMISSION
By its Commissioners

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

MASSDEVELOPMENT DEVENS
By its Board
