

AGREEMENT

THIS AGREEMENT is entered into by and between the Towns of Bedford, Concord, Lexington, Lincoln, Sudbury and Weston, hereafter referred to collectively as the "Municipalities," this 3rd day of March 2011, as follows:

WHEREAS, the Municipalities except Sudbury desire to share the services and costs of a common Regional Housing Services Office; and

WHEREAS, the Town of Sudbury is willing and capable of providing the services of a Regional Housing Services Office; and

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s 4A;

NOW, THEREFORE, the Municipalities, 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 July 1, 2011 shall expire on June 30, 2013, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as defined below. The Agreement may be renewed for additional two-year terms as voted by each municipality through its respective Board of Selectmen by January 1 of the year of the expiring term.
2. Lead Municipality. During the Term of this Agreement, the Town of Sudbury, acting as the lead municipality, shall operate the Regional Housing Service Office. The Town of Sudbury, through its standard personnel practices, shall employ or contract the adequate staff necessary to provide the housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, to the remaining Municipalities.
3. Duties. During the Term of this Agreement, the Regional Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.
4. Fee Structure and Payment. The Town of Sudbury shall annually invoice the Municipalities for the upcoming year by July 1 with payment due in 30 days and the Municipalities shall make annual payment to the Town of Sudbury pursuant to the Fee Structure, attached as Exhibit B: Fee Structure. Payment for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be invoiced separately and at the discretion of the Town of Sudbury and the individual municipality. Towns may borrow or lend hours to other Municipalities upon written agreement between the impacted Towns provided that the total number of hours available to the Regional Housing Services Office remains constant.

5. Second Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to end of each year of the Term of this Agreement. The Town of Sudbury shall provide to all Municipalities a record of the actual hours of services provided to each municipality and make any adjustments necessary for the following year of the Term.

6. Indemnification. Notwithstanding the final sentence of G.L. c. 40, s 4A, to the extent allowed by State statute, the Municipalities shall indemnify and hold harmless the Town of Sudbury and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Regional Housing Services Office of their duties in or for the Municipalities including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Regional Housing Services Office while in or performing services for the Municipalities.

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

8. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each municipality, whom shall be appointed by the Town Manager/Administrator of the municipality. The Advisory Committee shall meet on a quarterly basis in July, October, January and April. The Town of Sudbury shall prepare and send to each municipality a quarterly status report prior to the quarterly meeting.

9. 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 changes to the annual allocation of hours as indicated in Exhibit B: Fee Structure. Any recommendations made to the Director of the Regional Housing Services Office must be made by a majority vote. Any unresolved issues shall be decided by the Town Manager of the Town of Sudbury.

10. Additional Communities. At any time after July 1, 2012, the Advisory Committee may meet and, by unanimous vote and approval of the Lead Municipality, amend this

Agreement to admit an additional municipality. The Advisory Committee may admit no more than three (3) additional municipalities and any such additional municipality must be adjacent to at least one municipality participating in this Agreement unless waived by a majority of the Town Manager's of the originally participating communities.

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

12. Assignment. None of the Municipalities 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.

13. Amendment. This Agreement may be amended only by a writing signed by all Municipalities duly authorized thereunto.

14. Severability. If any provision of this Agreement is held by a court of appropriate 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.

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

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

17. 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 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 Bedford
Richard Reed, Town Manager
10 Mudge Way
Bedford, MA 01730

Town of Concord
Christopher Whelan, Town Manager
Town House, P.O. Box 535
22 Monument Square

Concord, MA 01742

Town of Lexington
Carl F. Valente, Town Manager
1625 Massachusetts Avenue
Lexington, MA 02420

Town of Lincoln
Timothy S. Higgins, Town Administrator
16 Lincoln Road
Lincoln, MA 01773

Town of Sudbury
Maureen G. Valente, Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

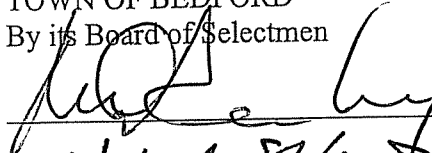
Town of Weston
Donna S. VanderClock, Town Manager
P.O. Box 378
Weston, MA 02493

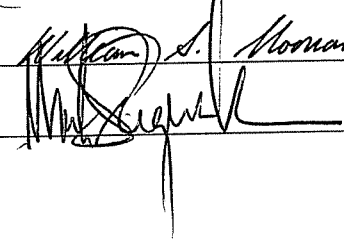
18. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof.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

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

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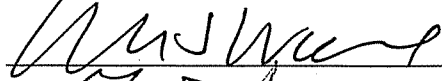
TOWN OF BEDFORD
By its Board of Selectmen





Walter J. Lynch
Catherine B. Cordes
William S. Norman


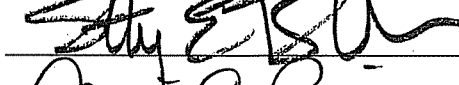
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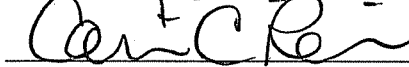
TOWN OF CONCORD
By its Board of Selectmen





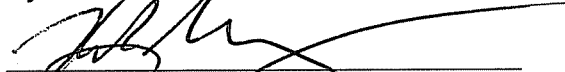


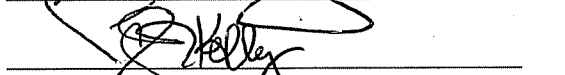






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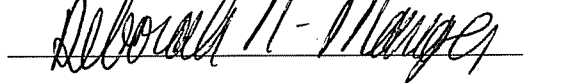
TOWN OF LEXINGTON
By its Board of Selectmen











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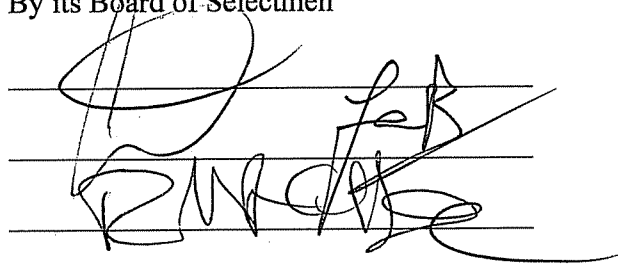
TOWN OF LINCOLN
By its Board of Selectmen

Gary A. Gaylon
Eric A. Reilly
[Signature]

12/20/11

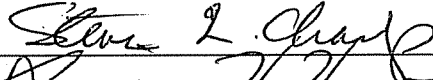
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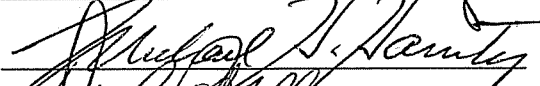
TOWN OF SUDBURY
By its Board of Selectmen

The image shows three horizontal lines with handwritten signatures. The top line has a large, circular signature. The middle line has a signature that appears to be 'L. B.'. The bottom line has a signature that appears to be 'R. M. G.'. The signatures are written in black ink.

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

TOWN OF WESTON
By its Board of Selectmen





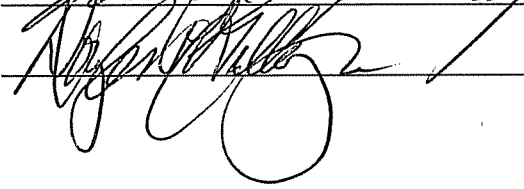


Exhibit A
Core Housing Services

1. Monitoring
 - Monitoring Database of Affordable Housing Developments and residents
 - Annual monitoring of ownership units
 - Annual monitoring of rental developments

2. Subsidized Housing Inventory administration
 - Reconcile municipal inventory records with the Subsidized Housing Inventory maintained by the Department of Housing and Community Development
 - Add new units to the inventory as required

3. HOME administration
 - Assist in the preparation of the Annual Action Plan and Annual CAPER documents
 - Consult on HOME funded projects
 - Prepare proposals for supplemental services as needed

4. Local Support
 - Meet on-site with staff and housing entities
 - Consult on projects
 - Review project documents
 - Prepare proposals for supplemental services as needed

5. Regional Activities
 - Assist communities with regional linkages
 - Create Ready-buyer list
 - Create Ready-renter list

Exhibit B Fee Structure

The participating municipalities will proportionally share the total cost of operating the Regional Housing Services Office. The proportional share is determined based on the percentage of hours planned to support each municipality for core services as represented in the fee schedule.

Membership Fee Schedule			
	Hours	% of hrs	Pro rata \$
Bedford	406.5	28%	\$24,368
Concord	291.5	20%	\$17,474
Lexington	388.5	26%	\$23,289
Lincoln	191	13%	\$11,450
Weston	190.5	13%	\$11,420
total	1468	100%	\$88,000

This fee structure does not include payment for supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.