

**COMMUNITY PRESERVATION FUNDING AGREEMENT BETWEEN
METRO WEST COLLABORATIVE DEVELOPMENT and the
BELMONT HOUSING TRUST**

This AGREEMENT made as of _____, 2020, by and between the Metro West Collaborative Development (MWCD), a Massachusetts non-profit corporation, having a usual place of business located at 79-B Chapel Street, Newton, MA 02458 (hereinafter “Contractor”) and the Belmont Housing Trust (Trust) an instrumentality of the Town of Belmont (Town) organized under the provisions of MGL c. 44, § 55C

WITNESSETH THAT:

WHEREAS, the COVID-19 pandemic has created an unprecedented situation in the Commonwealth of Massachusetts which has negatively impacted many of its residents through the permanent or temporary loss of employment;

WHEREAS, the Trust has developed an Emergency Rental Assistance Program (Program) in the form of rental assistance to income eligible households that have been negatively affected by the COVID-19 crisis;

WHEREAS, the Trust applied for and received approval from the Community Preservation Committee (CPC) and Belmont Town Meeting to use Community Preservation Act monies in the amount of \$250,000 to fund such a rental assistance program;

WHEREAS, the Contractor has agreed to provide the services necessary for the administration of the program;

NOW THEREFORE, the parties do mutually agree to the following:

1. **Subject Matter.** This Agreement sets forth the terms and conditions under which the Contractor shall administer the Program.

2. **Scope.**

- (a) The Contractor agrees that the CPA funding in the amount of \$250,000 shall be used exclusively to fund the Belmont Emergency Rental Assistance Program.
- (b) The Contractor shall use the funding to provide income-eligible households (those with household incomes below 80% of Area Median Income (AMI)) who can demonstrate a loss of income from the COVID-19 situation) with temporary rental assistance based on 50% of Belmont’s HUD Fair Market Rent by bedroom size for three months.
- (c) The Contractor will follow all of the requirements and procedures of the program as set out in the scope of services (attachment A) and program parameters (attachment B).

- (d) The Contractor shall meet regularly with the Trust to review the progress of the program and will submit weekly reports to the Trust which will include: i) the number of applications received; ii) the number of applications completed (all required documentation submitted); iii) the number of ineligible applicants and reasons the applicant was found ineligible; iv) the number of landlords declining to participate; v) the number of applications ready to be funded in the following month; and vi) the amount of funding distributed in the present month and cumulatively.
- (e) Project funding will be released on a monthly basis, based on the estimated amount of funding necessary to meet the applicant funding needs for the following month.
- (f) The Contractor shall be paid an administrative fee of \$400 per successful application and \$50 per application up to a \$50,000 cap on administrative costs.

3. Conditions Prior to Initial Request for Payment.

Prior to requesting the initial release of CPA funds under this grant, and as soon as the Contractor is aware of the amount of funding needed for monthly distribution to applicants, a written request will be made to the Trust providing the total amount of funding needed and the number of households to be served. This must be submitted at least two weeks prior to the date on which the funding will be needed by the Contractor.

4. Requirements for Payment Requests.

Upon meeting the requirements in **Section 3**, the Contractor may submit a request for the release of the funds. Such requests and supporting documentation shall be submitted to the Trust:

Rachel Heller (heller.housingtrust@gmail.com)

Betsy Lipson (lipson.housingtrust@gmail.com)

- (a) **Use of restricted funds:** The Contractor shall not request payment from CPA funds for the cost of any item not expressly provided for in Section 2. Scope, above, or for which the Grantee has also received a donation, bequest or grant specifically restricted to or designated for that item from a source other than its grant of CPA funds from the Town;
- (a) **Submissions required with all payment requests:** With each request for payment, the Contractor shall submit to the Trust a report including, at a minimum, the amount of funding expended to applicants, the number of applicants assisted, and the amount of CPA funding left in the account. Requests for future funding will continue to be based on the estimated amount needed each month to meet current and anticipated applicant needs.

5. Conditions for Final Release of Funds.

- (a) Project shall be complete no later than twelve (12) months from the date of the signed contract or by any extension of that deadline requested in writing by the Contractor and approved in writing by the Trust and the CPC.

- (b) **Final project report:** At the completion of the project, the Grantee shall submit to the Trust a final project report, including:
- (i) A summary of the number of applicants assisted, their relevant income and demographic information;
 - (ii) A summary of the response from property owners (landlords) contacted by the Program;
 - (iii) A detailed accounting of the funds expended for rental assistance and for Program Administration;
 - (iv) An analysis of the Program's operations.
6. **Conditions Subsequent to Final Receipt of Funds.** The Contractor shall return to the Trust's Set-Aside Fund any portion of the grant funds not used for the Program.
7. **Insurance Requirements.** The Contractor shall be insured at all times in such amounts as are deemed reasonable and prudent in accordance with Attachment C hereof.
8. **Recapture of Funds.** In the event the Contractor uses any portion of the \$250,000 received pursuant to the terms of this Agreement for purposes other than in Paragraph 2 Scope, then the Contractor shall reimburse the Trust the amount of such portion so used, and the Town may take such steps as may be necessary, including legal action, to secure repayment of such amount.
9. **Record Keeping.** The Contractor agrees to keep such records as are kept in the normal course of business and as may be required in writing by the Trust. The CPC or the Trust shall have full and free access to such records with respect to utilization of the proceeds of this Agreement.
10. **Termination.** If, at any time, the Contractor is in violation of any of the terms of this Agreement, then the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Contractor. Upon such termination, the Town may pursue any rights or remedies available at law or in equity, including without limitation, recapture of funds under paragraph 8.
11. **Compliance with Applicable Laws.** The Contractor shall comply with all applicable local, state and federal laws, ordinances, regulations or codes during the term of the Project.
12. **Equal Opportunity.** The Contractor shall comply with all applicable local, federal and state laws governing discrimination and equal opportunity.
13. **Community Outreach and Monitoring.**
- (a) The Contractor shall respond promptly to periodic requests from the Trust for reasonable assistance in publicizing the Program and for updates on the Program's status and any reasonable request for information not already included with the Contractor's payment requests.
 - (b) The Trust shall periodically evaluate the performance of the Contractor and may make a determination as to whether the Contractor has conformed to this Agreement and has a continuing capacity to carry out the funded activities in the manner required pursuant to

this Agreement. On reasonable notice, during normal business hours and as often as reasonably necessary, the Contractor shall make available all such records and documents as requested by the Trust for monitoring the project and auditing the expenditure of the monies received by the Contractor through this Program. The Town may examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and such documents relating to all matters covered by this Agreement as may be reasonably required to monitor the project and audit expenditures on account of the \$250,000 CPA grant, excepting only those documents which identify and contain confidential information regarding the Contractor's donors, which documents the Contractor at its option may redact to exclude such information.

14. Successors and assigns. The terms of this Agreement shall be binding on the Contractor's successors and assigns.

15. Conflict of Interest; Bonus and Benefit Prohibited.

(a) No member, officer, or employee of the Town or its designees or agents, no member of the governing body of the Town of Belmont or the Commonwealth of Massachusetts, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the subject funding programs during his or her tenure or for one year thereafter, shall have any interest or benefit, direct or indirect, in any contract or subcontract, or in the proceeds thereof, in connection with this Agreement, including work to be performed.

(b) The Contractor shall not pay a bonus, commission, or fee for the purpose of obtaining the Trust's approval of or concurrence to perform the services or disburse the funds financed in whole or in part by this Agreement.

16. Indemnification. The Contractor shall indemnify, hold harmless, and defend the Town and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, and compensation, including attorneys' fees and interest arising out of or resulting directly from the Project undertaken pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damage costs, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

17. Waiver. Failure by the Trust or the Town to insist upon strict performance of any term hereof, or to exercise any right or remedy upon a breach thereof shall not be a waiver of any of the terms and conditions of this agreement.

18. Notice. Any notice, demand, request, consent, approval, communication either Party is required to give to the other Party or any person shall be in writing and either served personally or sent by prepaid, first class mail to the respective addresses set forth below. Either Party may change its address by notifying the other Party of the change of address in writing.

To the Town:

Town Administrator
Belmont Town Hall
455 Concord Avenue
Belmont, MA 02478

With copies to:

Director of Community Development
Belmont Town Hall
455 Concord Avenue
Belmont, MA 02478

Belmont Housing Trust
% Director of Community Development
Belmont Town Hall
455 Concord Avenue
Belmont, MA 02478

To Grantee:

Metro West Collaborative Development
79-B Chapel Street
Newton, MA 02458

19. Changes. In the event that changes in the Project become necessary, including but not limited to, changes in scope, duration, or substantive changes in the proposed use of CPA grant funds, the Grantee shall request the change in writing from the CPC or its designee. Changes may only be made upon written approval by the CPC or its designee and incorporation into this Agreement as amendments.

20. Other Provisions. All other provisions, if any, are set forth within the following SCHEDULES attached hereto and made a part hereof as listed below:

Attachment A, Scope of Services

Attachment B, Program Parameters

Attachment C, Insurance

(Signatures on following page.)

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT in three sets to be effective when executed by:

CONTRACTOR:

Metro West Collaborative Development

By:

Jennifer Van Campen

Its: Executive Director

Date:

BELMONT HOUSING TRUST

By:

Rachel Heller, co-chair

Date:

By:

Betsy Lipson, co-chair

Date:

ATTACHMENT A

SCOPE OF SERVICES

1. Develop an application form that meets Program parameters;
2. Accept applications protecting personal information;
3. Provide assistance in completing applications, by phone, online and at a drive-up assistance event in Belmont;
4. Provide a mechanism to accept applications electronically as well as on paper;
5. Provide translation services to applicants as necessary;
6. Fully accommodate those with a disability or in need of a reasonable accommodation;
7. Conduct a lottery after the end of the marketing period to establish the order in which funds will be distributed, if necessary;
8. Determine household eligibility and verification of landlord ownership;
9. Establish a waitlist;
10. Enter into agreements with eligible households and landlords;
11. Obtain W-9s and Issue 1099s to the landlords;
12. Disburse monthly checks to the landlords;
13. Weekly status report to the Housing Trust.

ATTACHMENT B

PROGRAM PARAMETERS

ELIGIBILITY

The applicant must occupy a rental property in Belmont and have household income that is no greater than 80% AMI. Preference will be given to households at or below 60% AMI. The program will use current household income (i.e. wages, unemployment, pension, child support, etc.) to determine income eligibility as well as documentation on loss of income (termination of employment, reduction of hours, or furlough, etc.) due to COVID-19 circumstances to determine if a household qualifies for participation in the program. The applicant will also be asked to certify that they do not have access to other resources to cover the rent.

Household income limits are set by HUD for the Boston area and are based on family size, as follows:

	Household Size: 1	Household Size: 2	Household Size: 3	Household Size: 4	Household Size: 5	Household Size: 6
60% AMI	\$53,760	61,440	69,120	76,740	82,920	\$89,040
80% AMI	\$67,400	\$77,000	\$86,650	\$96,250	\$103,950	\$111,650

DURATION

Three months

Payments made directly to Landlord

MONTHLY PAYMENT

1 bedroom unit--\$950

2 bedroom unit--\$1155

3 bedroom unit--\$1440

These amounts are based on 50% of the HUD Belmont Fair Market Rent for Section 8, by bedroom size.

LOTTERY

The lottery will be held approximately three weeks after the start of the marketing campaign or as deemed necessary.

ATTACHMENT C

INSURANCE

INSURANCE REQUIREMENTS

The Contractor shall at its own expense procure and maintain comprehensive general liability coverage to cover any liabilities on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this agreement and insuring against all claims for injury to or death of persons, or damage to property arising out of Contractor's activities under this contract. The limit of such public liability and property damage coverage shall not be less than One Million Dollars (\$1,000,000.00) for each occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate, or such higher limits as may be required by the TOWN.

The required insurance coverages shall be kept in full force and effect throughout the term of the agreement and shall require that the Town be given at least 30 days advance written notice in the event of any cancellation or material change in coverage. The Grantee shall provide a valid certificate of Insurance and renew and replace any expired certificate, evidencing the insurance of the activities funded hereunder. The Town shall be named as an additional insured on this certificate.

The Contractor shall attach the Certificate of Insurance to this Agreement at the time of contract execution and thereafter shall submit a new certificate on the annual anniversary date.

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Town and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly from the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.