



MUNICIPAL AFFORDABLE HOUSING PLAN

FEE-FOR-SERVICE AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made and entered into on this date by and between the **Northwest Hills Council of Governments**, a duly organized and acting public body created pursuant to Sections 4-124i through 4-124p of the Connecticut General Statutes, with offices at 59 Torrington Road, Suite A-1, Goshen, CT 06756 (hereinafter "NHCOCG"), and the **City of Torrington** (hereinafter "City").

WHEREAS, the City is required by Section 8-30j of the Connecticut General Statutes (CGS) to undertake a proactive planning process and lay out a strategy for meeting the housing needs of existing and future residents and workers, and

WHEREAS, the City has received an Affordable Housing Plan Technical Assistance grant in the amount of **\$15,000** from the CT Department of Housing and wishes to retain the services of the NHCOCG for assistance in preparing a City affordable housing plan in compliance with Section 8-30j of the CGS, and

WHEREAS, NHCOCG is the regional land use planning organization for Northwest Connecticut and the City is a member of NHCOCG,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, and other good and valuable consideration as specified herein, NHCOCG and the City, subject to the terms and conditions stated herein, agree as follows:

- 1. Scope of Services.** NHCOCG will provide technical planning services to assist the City with the municipal Affordable Housing Plan (hereinafter "Plan") in accordance with the Scope of Services, including the specified Tasks comprising such Scope of Services, as described in **Exhibit A**, which shall be incorporated in and made part of this Agreement.
- 2. Schedule of Work.** The Agreement shall be in effect as of the date signed by both NHCOCG and the City and, unless terminated or amended in accordance with this Agreement, shall remain in effect until June 30, 2022. The Agreement can be extended upon the mutual Agreement of the NHCOCG and the City.

3. Amount of Consideration; Procedure for Payment. The City shall make payment to the NHCOG in accordance with the following provisions:

(A) **Maximum Compensation.** The maximum amount to be paid to the NHCOG as full consideration for the NHCOG's services under this Agreement for the "NHCOG Planning Assistance" tasks outlined in Exhibit A, inclusive of all labor, overhead, and expenses, shall be **up to \$15,000** dollars.

(B) **Quarterly payments** based upon documentation of NHCOG services provided and costs incurred. All City payments to NHCOG shall be based upon satisfactory completion of Tasks and in accordance with the personnel billable rates as established by the NHCOG. NHCOG shall furnish a written Progress Payment Request each quarter detailing the services provided, the date of the request, and the total requested payment, less previous progress payments. Upon submission by NHCOG of its Progress Payment Request, the City shall review the Request within fifteen (15) days of receipt and, within such time, either approve such invoice or advise NHCOG of any revisions or additional documentation necessary to render such invoice so approved. The City shall pay the NHCOG the amount approved within thirty (30) days after approval.

(C) **No payment** will be made for any work beyond the Scope of Services (Exhibit A attached) without the prior written approval of the City.

(D) **All associated Progress Payment Requests** shall be received not later than 30 days after the termination date of this Agreement.

4. Review of work. The City shall be permitted to review at any time all work performed under the terms of this Agreement at any stage of the work.

5. Right to Amend Scope. The City shall reserve the absolute right to amend the project or to change the work within the general scope of this Agreement at any time by giving written instructions to NHCOG, provided that the total liability of the NHCOG is not thereby increased. If either the NHCOG or City is of the opinion that any proposed changes would cause a material increase or decrease in the cost and/or the time required for the performance of this Agreement, the Consultant or NHCOG shall so notify the other party of that opinion. The parties will then negotiate any such change in the compensation or schedule, and, if an agreement is reached, reduce to writing an amendment to this Agreement to be signed by the parties.

6. Termination. The City has the right to terminate this Agreement at its pleasure and make settlement with the NHCOG upon an equitable basis as determined in accordance with provisions of Part 1-8 Termination of Contracts, Federal Procurement Regulation (41 CFR 1-8) Subpart 1-8.701: Termination for Convenience of the Government and Subpart 1-8.707.

The NHCOG specifically agrees that this Agreement may be canceled or terminated by the City if any work under this Agreement is in conflict with the provisions of Chapter 10 of the Connecticut General Statutes ("Code of Ethics"), as amended.

In the event this Agreement is terminated under the provisions of this Section, the City shall provide notice of such termination in writing via either national courier service (such as FedEx) or via certified mail, return receipt requested. Such termination shall be effective as of the latter of the date specified in such notice or the date such notice is received by the NHCOC.

NHCOC shall have the right to terminate this Agreement for the following causes, after providing the City with seven days written notice of the termination:

- A. Substantial failure of the City to perform in accordance with the terms of this agreement, through no fault of NHCOC; or
- B. Failure of the parties to reach agreement regarding compensation and schedule adjustments made necessary by material changes in the conditions prevailing at the time this Agreement was executed, the scope of services, or the nature of the project.

In the event that NHCOC terminates the Agreement for cause, the City shall compensate NHCOC for reasonable time and materials charges incurred by NHCOC in connection with the orderly termination of this Agreement.

7. No assignment; Additional subcontracting requires consent. The NHCOC agrees not to assign, transfer, sell or convey this Agreement or any part thereof, or its right, title, or interest therein, to any person, firm or corporation without the previous consent in writing of the City.

The NHCOC may subcontract for the housing market study and/or mapping portions of this project. NHCOC will not subcontract any additional services it is obligated to perform under this Agreement without the prior written consent of the City. All services performed by subcontractors to the NHCOC will become part of the services required from the NHCOC by this Agreement, and all payments for services under this Agreement shall be made only to the NHCOC.

8. Compliance with laws. The NHCOC agrees that it will, and it will cause all persons employed or contracted by it under this Agreement, including subcontractors, agents, officers and employees, to comply with all applicable laws in the jurisdiction in which the work is performed.

9. Entire Agreement. This Agreement represents the entire and integrated agreement between NHCOC and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the subject matter of this Agreement.

10. Choice of law; Venue. This Agreement shall be construed under the laws of the State of Connecticut. All claims, actions, proceedings and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this Agreement shall be brought in a court within the State of Connecticut.

11. Amendment. This Agreement may be amended by mutual agreement of the parties at any time provided that such amendment is executed with the same formality as this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers on the dates indicated to be effective when executed by both parties.

Date: _____, 2021

BY: _____

Name: _____
City of Torrington

Date: _____, 2021

BY: _____

Name: _____
Northwest Hills Council of Governments

EXHIBIT A SCOPE OF SERVICES

The NHCOC will carry out the following tasks associated with assisting the City in completing its Affordable Housing Plan:

- Collect and analyze demographic, housing, and economic data to inform the housing needs analysis and prepare a summary report to inform the Plan
- Attend up to nine (9) meetings with the Housing Plan Steering Committee to review housing needs assessment, develop a community survey, plan for public input sessions, and review drafts of the deliverables.
- Assist with the development of and carry out a web-based (with paper option) survey of residents on Plan related issues as needed. Collect and analyze responses.
- Plan, organize, and facilitate (as directed by the Housing Plan Steering Committee) two resident input sessions.
- Draft the Plan to include housing needs data, a summary of the resident input received, goals and strategies. Revise the draft Plan based on local review and input to create a final document.
- Assist the City with the Plan adoption process to meet State statutory requirements.

The following work products will be delivered under this Agreement:

- Summary report on ***Housing Needs*** including demographic, housing, and economic data for the City (one paper copy and one electronic copy in pdf format)
- ***Resident survey*** results (one paper copy and one electronic copy in pdf format)
- ***Draft and Final versions of the City's Affordable Housing Plan*** (ten hard copies and one electronic copy in pdf format)