

Housing Authority *of the* City of Vineland

A G E N D A

SPECIAL MEETING

Monday, February 1, 2021

5:00 p.m.

1. Open Meeting
2. Roll Call
3. "Notice of this Special Meeting was delivered to each member of the Board at least 48 hours prior to the date of this meeting per the By Laws of the Vineland Housing Authority"
4. New Business – Shared Services Agreement with Cape May Housing Authority
5. Resolutions:

2021-09 Authorizing the Executive Director to Enter into a Shared Services Agreement with the Cape May Housing Authority

Executive Session if required

6. Comments from Board Members
7. Adjournment

**Housing Authority of the City of Vineland
County of Cumberland
State of New Jersey**

RESOLUTION #2021-09

Resolution to Authorize the Executive Director to Enter into a Shared Services Agreement with the Cape May Housing Authority

WHEREAS, the Cape May Housing Authority (CMHA) has requested assistance for Executive Director services from the Housing Authority of the City of Vineland (VHA); and

WHEREAS, the Executive Director services include organizational, managerial, supervisory, coordinating and monitoring functions for Cape May Housing Authority; and

WHEREAS, the Executive Directors services are requested to begin immediately; and

WHEREAS, the Board of Commissioners of the Cape May Housing Authority recognizes the unique skills and abilities of the Vineland Housing Authority to provide said Executive Director services; and

WHEREAS, these services and agreement for same complies with the Interlocal Services Act – 40:8A-1 through 40:9A-4;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Vineland by virtue of its authority hereby authorizes the Executive Director to enter into a Shared Services Agreement with the Cape May Housing Authority to commence on February 2, 2021 on a month-to-month basis for an annual fee of \$35,000 payable monthly.

ADOPTED: February 1, 2021

MOVED/SECONDED:

Resolution moved by Commissioner

Resolution seconded by Commissioner

VOTE:

Commissioner	Yes	No	Abstain	Absent
Chris Chapman				
Rudolph Luisi				
Alexis Cartagena				
Gary Forosisky				
Daniel Peretti				
Brian Asselta				
Mario Ruiz-Mesa – Chairman				

VINELAND HOUSING AUTHORITY

BY: Mario Ruiz-Mesa – Chairman

ATTESTATION:

This resolution was acted upon at the Special Meeting of the Vineland Housing Authority's Board of Commissioners held on February 1, 2021 at the Authority's principal corporate office at 191 W. Chestnut Avenue, Vineland, New Jersey 08360.

By: _____
Jacqueline S. Jones, Executive Director
Secretary/Treasurer

**AGREEMENT FOR MANAGEMENT SERVICES
BY AND BETWEEN
THE HOUSING AUTHORITY OF CITY OF VINELAND
AND
THE HOUSING AUTHORITY OF THE CITY OF CAPE MAY**

THIS AGREEMENT is made on this 2nd day of February 2021 by and between the Housing Authority of the City of Vineland (hereinafter “VHA”) and The Housing Authority of the City of Cape May (hereinafter “CMHA”).

PREAMBLE:

WHEREAS, CMHA is a public body corporate established by the Department of Housing and Urban Development as an independent federal housing agency administering a Public Housing Program; and

WHEREAS, VHA is a public body corporate established by the Department of Housing and Urban Development as an independent federal housing agency administering public housing and Section 8 Programs; and

WHEREAS, CMHA wishes to retain management services from the VHA, and

WHEREAS, VHA wishes to enter into a management services contract with CMHA;

WHEREAS, funds are available for this purpose; and

WHEREAS, it is in the best interests of both authorities to share services; and

WHEREAS, said sharing of services need not be advertised or bid as same is not subject to either federal or state procurement standards as same is an intergovernmental contract.

NOW, THEREFORE, the parties agree as follows:

1. AGREEMENT TO PROVIDE MANAGEMENT SERVICES: VHA hereby agrees that it shall provide management services and additional services on an as-needed and as-requested basis, except in the case of financial or safety urgency for CMHA in accordance with the terms and conditions of this Agreement. CMHA agrees to reimburse VHA for said services in accordance with the terms and conditions of this Agreement.

2. COMPENSATION: VHA Shall be reimbursed for the services provided hereunder as follows:

a) Payment shall be made for services rendered. CMHA shall submit bills monthly to VHA. Management services and other flat-fee services, as stipulated in Attachment A, shall be billed on a monthly basis. Fees for other services as stipulated in Attachment A will be billed on a monthly basis with the following information: the name and title of each VHA employee who performed services for CMHA during the preceding month, the dates and hours (where applicable) during which said services were performed and the hourly rate pursuant to Attachment A. All bills shall be certified as true and correct by VHA.

b) Notwithstanding any other provisions herein, total payments under this contract shall not exceed the budgeted amount without further authorization from the CMHA. In the event that the contract

maximum of budgeted amount is reached and the CMHA does not authorize further expenditures, the VHA shall have no further obligation to perform services under this agreement.

3. SCOPE OF SERVICES: VHA shall perform the following services:

- a) Carry out the organizational, managerial, supervisory, coordinating and monitoring functions for CMHA.
- b) Provide leadership to CMHA and the community in the management and maintenance of decent, safe and sanitary affordable housing for residents of CMHA.
- c) Establish appropriate advocacy relationships with, and act as CMHA's primary spokesperson and representative to local, state and federal elected officials and administrative personnel, resident representatives and organization and private sector organizations and foundations.
- d) Promote the creation and sustenance of a cohesive functioning community partnership to facilitate housing and development activities.
- e) Advocate through appropriate channels legislative and administrative policies, programs and positions that will advance CMHA's housing and redevelopment mandate.
- f) Perform and execute all management duties for CMHA according to applicable federal and state statutes.
- g) Take all personnel, management and administrative actions to facilitate the day-to-day operation of CMHA except hiring and firing of any employee of CMHA shall be subject to approval of the Commissioners of CMHA.
- h) Coordinate and oversee all functions exercised by VHA under this agreement.
- i) Make recommendations for plans and policies to correct any managerial deficiencies within CMHA.
- j) Prepare the agenda for and attend all regular special meetings of the CMHA.

4. RIGHT TO HIRE OTHERS:

- a) VHA shall have the right to designate its staff to assist in fulfilling CMHA's responsibilities under this Agreement. Compensation for such employees shall be pursuant to the rates indicated on Attachment A.
- b) VHA shall have the right to employ additional individuals subject to the prior approval of CMHA.

5. INDEPENDENT CONTRACTOR: VHA employees designated to perform services under this contract shall be deemed to be independent contractors, as a group and separately, and shall not be deemed to be employees of CMHA for any purpose whatsoever

6. CONTRACT PERIOD AND OPTION TO EXTEND: The contract shall be effective upon the execution of this Agreement and shall continue through September 30, 2021 unless terminated before as permitted in this Agreement. Either party may terminate the contract with 30 days advance written notice during the term of the contract.

7. BOND AND INSURANCE: VHA on the effective date of this contract, shall, furnish CMHA with a fidelity bond issued by a surety company satisfactory to CMHA in the amount of \$1,000,000.00 indemnifying CMHA against loss, theft, embezzlement or other fraudulent acts on the part of VHA or its employees. The cost of said bond is included in the annual fee.

- a) VHA shall carry such Worker's Compensation insurance as is now or hereafter required by law as to those persons performing services for CMHA pursuant to this Agreement.

8. INDEMNIFICATION AND LIABILITY INSURANCE:

- a) CMHA shall indemnify, hold harmless and defend VHA against all claims that arise out of or result from its performance of this Agreement. VHA shall indemnify, hold harmless and defend CMHA against all claims that arise out of or result from its performance of this Agreement

b) CMHA at its cost shall obtain an insurance policy for Officers, directors, and Employees covering VHA employees who perform services pursuant to this Agreement in the amount of \$1,000,000.00 or, in the alternative, VHA shall be added to the policy of CMHA insuring the Directors, Officers and Employees of the VHA. VHA at its cost shall obtain an insurance policy for Officers, directors, and Employees covering VHA employees who perform services pursuant to this Agreement in the amount of \$1,000,000.00.

c) CMHA shall continue, in force, liability insurance coverage naming VHA and its Officers, Commissioners, and staff as additional insured. VHA shall continue, in force, liability insurance coverage naming CMHA and its Officers, Commissioners, and staff as additional insured

d) If CMHA or VHA refuses or fails to obtain and continue such insurance prior to the effective date of this Agreement, said Agreement shall be null and void.

9. RECORDS: VHA shall maintain a comprehensive system of records, books, and accounts in a manner satisfactory to HUD and CMHA. All records, books, and accounts, together with all documents, papers and records of VHA which relate to the operation of CMHA shall be available for examination at reasonable hours by any authorized representative of HUD, the Comptroller General or New Jersey Department of Community Affairs and CMHA. VHA will turn over all records to CMHA at the termination of this contract. All records shall be maintained at the offices of the CMHA.

10. EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, VHA agrees as follows:

a) VHA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. VHA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.

b) In the event of VHA's noncompliance with the Equal Opportunity clause of this contract or with any other such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and VHA may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1966, and such other sanctions may be imposed and remedies invoked as provided in such order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

11. LIMITATION ON EXPENDITURES: Notwithstanding any of the foregoing provisions, the prior approval of CMHA will be required for any expenditure.

12. NOTICES: Where notice to a party is required under the terms of this Agreement, such notice shall be given to and such approval shall be given to the following representatives of each party:

Dr. Keith Lafferty, Chairperson of the Housing Authority of the City of Cape May
Mario Ruiz-Mesa, Chairperson of the Housing Authority of the City of Vineland

13. CONTINGENCIES: This contract shall be subject to the approval of the United States Department of Housing and Urban Development.

14. The parties agree that this agreement is in lieu of the 120-day notice provision provided by N.J.S.A. 10A:12A-18, and that VHA expressly waives the benefit of same.

15. INTERLOCAL SERVICES ACT: This agreement complies with the Interlocal Services Act 40:8A-1 through 40:9A-4 providing authority to enter into a contract for joint provision of services.

16. INTERPRETATION: This Agreement shall be interpreted under the laws of the State of New Jersey. This Agreement constitutes the entire agreement between the parties and no changes will be valid unless made by in writing and executed by the parties.

**ATTEST: HOUSING AUTHORITY OF THE
CITY OF CAPE MAY**

ATTEST: _____ By: _____
Dr. Keith Lafferty, Chairperson

**HOUSING AUTHORITY OF THE
CITY OF VINELAND**

ATTEST: _____ By: _____
Mario Ruiz-Mesa, Chairperson

SEE ATTACHED – “ATTACHMENT A”

**ATTACHMENT A
VINELAND HOUSING AUTHORITY
SCHEDULE OF SERVICES FOR THE HOUSING AUTHORITY OF THE BOROUGH OF
THE CITY OF CAPE MAY**

For Public Housing – 85 Units – General Managerial Services as Listed Below

- a) Carry out the organizational, managerial, supervisory, coordinating and monitoring functions for CMHA.
- b) Provide leadership to CMHA and the community in the management and maintenance of decent, safe and sanitary affordable housing for residents of CMHA.
- c) Establish appropriate advocacy relationships with, and act as CMHA's primary spokesperson and representative to local, state and federal elected officials and administrative personnel, resident representatives and organization and private sector organizations and foundations.
- d) Promote the creation and sustenance of a cohesive functioning community partnership to facilitate housing and development activities.
- e) Advocate through appropriate channels legislative and administrative policies, programs and positions that will advance CMHA's housing and redevelopment mandate.
- f) Perform and execute all management duties for CMHA according to applicable federal and state statutes.
- g) Take all personnel, management and administrative actions to facilitate the day-to-day operation of CMHA, except hiring, firing and disciplinary action of any employee of CMHA shall be subject to approval of the Commissioners of CMHA.
- h) Coordinate and oversee all functions exercised by VHA under this agreement.
- i) Make recommendations for plans and policies to correct any managerial deficiencies within CMHA.
- j) Prepare the agenda for and attend all regular and special meetings of the CMHA.

**Annual Fee for above Managerial Services: \$35,000
(to be invoiced monthly)**

Other services to be provided as needed and upon request of the Commissioners of the CMHA, except in the case of financial or safety urgency:

OTHER SERVICES AS NEEDED*:	
DEVELOPMENT ACTIVITIES	\$80 - \$125
ADMINISTRATIVE	\$50 - \$90
ACCOUNTING	\$60 - \$90
INSPECTIONS	\$50 - \$90
IT ASSISTANCE	\$50 - \$90
CAPITAL FUND ADMINISTRATION	\$50 - \$90
OCCUPANCY SPECIALIST	\$30 - \$75
MAINTENANCE	\$50 - \$75
SOCIAL SERVICES – MSW	\$50 - \$90
HOME SUPPORT SERVICES	\$40 - \$75
*Fees do not include mileage; The current IRS mileage rate will apply for any of the “Other Services as Needed” listed above; Hourly rates will be charged Portal-Portal.	