

RESOLUTION NO. 5139

RESOLUTION APPROVING
THE RENEWAL OF THE
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE LAKEWOOD HOUSING AUTHORITY
AND THE PRINCETON HOUSING AUTHORITY
FOR MANAGEMENT SERVICES

WHEREAS, the Lakewood Housing Authority (the "LHA") has a desire to recoup revenue lost from reduced HUD subsidies; and

WHEREAS, the LHA has been encouraged by HUD to consider alternative means of additional funding; and

WHEREAS, HUD Newark encouraged an Intergovernmental Service Agreement between the LHA and the Princeton Housing Authority (PHA); and

WHEREAS, the PHA has a need for Management Services and;

WHEREAS, the PHA has reached out to the LHA, which possesses the expertise and experience to provide the services required; and

WHEREAS, the PHA requested an Intergovernmental Service Agreement with the LHA to provide management services to the PHA; and

WHEREAS, counsel has reviewed and approved the Intergovernmental Services Agreement to be entered into with the PHA;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of the Lakewood Housing Authority hereby approves the renewal of the Intergovernmental Service Agreement, without modifications (see attached), between the Lakewood Housing Authority and the Princeton Housing Authority for Management Services effective October 1, 2015 for two years and ratifies the execution thereof by the Executive Director.

I hereby certify that the above is a true copy of a Resolution duly adopted by the Board of Commissioners of the Housing Authority of the Township of Lakewood, in the County of Ocean, at its Regular Meeting held on the 28th day of July 2015.



Mary Jo Grauso, Secretary
Executive Director

**INTERGOVERNMENTAL SERVICE AGREEMENT
FOR MANAGEMENT SERVICES
BY AND BETWEEN THE LAKEWOOD HOUSING AUTHORITY AND THE PRINCETON HOUSING AUTHORITY**

This Agreement is made on July 27, 2015, between the Lakewood Housing Authority (hereinafter "LHA") and the Princeton Housing Authority (hereinafter "PHA").

A. General

LHA agrees that it shall provide Executive Director services for PHA in accordance with the terms and conditions of this Agreement. PHA agrees to compensate LHA for said services in accordance with the terms and conditions of this Agreement.

B. Services

In performing the following duties, the LHA shall comply with the PHAs written policies and procedures in addition to all applicable federal and state laws, rules and regulations. The services provided to the PHA shall be under the direct supervision of Mary Jo Grauso. Services shall be rendered to the PHA by Mary Jo Grauso (Executive Director) and Scott E. Parsons (Assistant Executive Director). LHA shall provide the PHA staff and Board of Commissioners with emergency contact information so that one of the assigned LHA staff members may be reached for emergencies at all times during the term of this agreement.

LHA shall perform the following services to the PHA:

To the extent practical, the following services shall be provided on site and between the hours of 9a.m. and 4p.m., Monday-Friday, however it is understood that additional hours may be required.

1. Carry out the organizational, supervisory, coordinating and monitoring functions attendant to the position of the Executive Director.
2. Serve as Secretary to the PHA Board of Commissioners and provide all of the services and perform the duties customarily associated therewith.
3. Perform all executive and management duties which an Executive Director is authorized to perform by PHA and applicable state statutes.
4. Take all personnel, management and administrative actions to facilitate the day to day operation of the PHA.
5. Provide Capital Fund Program planning, oversight and contract administration.
6. Appear in court on Landlord/Tenant and other matters as needed.
7. Process payroll through third party provider.
8. Prepare quarterly financial statements for Karin Court.
9. Prepare and perform drawdowns for HUD Operating Subsidy and CFP Grants.
10. Assist with tenant annual recertifications as needed.

The service provider in the performance of his/her duties to promote communication among staff, residents and the board shall spend a minimum of 10 hours on site per week.

C. Right to Hire Others

LHA shall have the right to designate additional employees of its staff to assist in fulfilling LHAs responsibilities under this Agreement subject to the prior approval of the PHAs Board of Commissioners.

LHA shall have the right to employ additional individuals subject to the prior approval of PHA

D. Records

LHA shall maintain a comprehensive system of records, books, and accounts in a manner satisfactory to HUD and PHA. All records, books, and accounts, together with all documents, papers and records of LHA which relate to the operation of PHA 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 PHA. LHA will turn over all records to PHA at the termination of this contract.

E. Non-exclusivity

Nothing contained herein shall preclude the PHA from performing the services set forth in Section B without the assistance of the LHA, it being understood that the duties conferred herein on the LHA are not exclusive.

F. Compensation

The PHA shall compensate the LHA \$5,416.67 per month to a maximum of \$65,000 per annum without further authorization from the PHA.

The LHA shall maintain logs to support all of the services provided pursuant to the agreement. Said logs shall be available for review by the PHA.

Services Rendered by

Mary Jo Grauso, Executive Director

Scott E. Parsons, Assistant Executive Director

Should there be a change in service providers here listed by name, LHA must notify PHA within 10 days. PHA has the right to cancel the contract if this does not occur.

G. Invoicing and Payment

The LHA shall invoice the PHA monthly and include a summary of the services rendered.

H. Term

This Agreement will be in effect from October 1, 2015 through September 30, 2017. Either party may terminate this Agreement at any time upon one hundred twenty (120) days advance written notice to the other party. In such event, LHA shall be entitled to the pro-rated cost of services rendered through the date of termination.

If there is a change to service providers listed in Paragraph F without notice, or for cause, PHA will have the right to terminate this contract without advance notice.

I. No Employee Relationship

LHA employees designated to perform services hereunder shall be deemed to be employees of the LHA and shall not be deemed to be employees of the PHA for any purpose whatsoever.

J. Bond and Insurance

1. Prior to the effective date of the Agreement, LHA shall furnish PHA with a fidelity bond issued by a surety company satisfactory to PHA in the amount of \$1,000,000.00 indemnifying PHA against loss, theft, embezzlement or other fraudulent acts on the part of LHA or its employees. The PHA shall reimburse the LHA for the cost of the fidelity bond.
2. LHA shall carry such Worker's Compensation insurance as is now or may hereafter be required by law as to those persons performing services for PHA pursuant to this Agreement.

K. Indemnification and Liability Insurance

1. PHA shall indemnify, hold harmless and defend LHA against all claims that arise out of or result from its performance of this Agreement, except that PHA shall not indemnify LHA for claims caused by the willful misconduct or gross negligence of LHA or those hired by LHA.
2. PHA at its cost shall obtain an insurance policy for Officers, Directors and Employees covering LHA employees who perform services pursuant to this Agreement in the amount of \$1,000,000.00 or LHA shall be added to the policy of PHA insuring the Directors, Officers and Employees of the LHA.
3. PHA shall continue, in force, liability insurance coverage naming LHA and its Officers, Commissioners, and those employees named in section "F", as additional insured.
4. If PHA refuses or fails to obtain and continue such insurance prior to the effective date of this Agreement it shall be null and void.

L. Interest of Members, Officers or Employees of LHA, Members of Local Governing Body or Other Public Officials

1. No member, officer, or employee of PHA, no member of the governing body of the Municipality of Princeton and no other public official of such localities who exercise any functions or responsibilities with respect to the project programs during their tenure or for one year thereafter, shall have an interest direct or indirect in this contract or the proceeds thereof.
2. LHA warrants that it has disclosed all relevant information, and warrants that to the best of its knowledge and belief, it does not have any organizational conflict of interest. LHA agrees that if after execution of this Agreement, it discovers an organizational conflict of interest with respect to this contract it shall make an immediate and full disclosure to PHA and advise of the action that LHA has taken or intends to take to eliminate or neutralize the conflict.

M. Equal Employment Opportunity

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

LHA 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. LHA 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.

In the event of LHAs 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 LHA 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.

N. Limitation on Expenditures

Notwithstanding any of the foregoing provisions, the prior approval of the PHA will be required for any expenditure.

O. Notices; Approvals

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

Chairperson of Princeton Housing Authority
Chairperson of Lakewood Housing Authority

P. Entire Agreement

This agreement constitutes the entire agreement between the parties and no changes shall be valid unless made in writing and executed by the parties.

Q. Copies of this contract shall be provided to the New Jersey Department of Community Affairs and to the Clerk of the Municipality which created the Authority.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by their proper officers.

PRINCETON HOUSING AUTHORITY

By: _____

Attest: _____

Dated: _____

LAKWOOD HOUSING AUTHORITY

By: _____

Attest: _____

Dated: _____

RESOLUTION NO. 5140

ASSISTANT EXECUTIVE DIRECTOR'S COMPENSATION
FOR MANAGEMENT OF THE
PRINCETON HOUSING AUTHORITY

WHEREAS, the Board of Commissioners ("Board"), of the Lakewood Housing Authority ("Authority"), of the Township of Lakewood, in the County of Ocean and State of New Jersey, has entered into a two-year Management Agreement with the Princeton Housing Authority to administer their agency from October 1, 2015 through September 30, 2017 for the amount of \$65,000 per year, and

WHEREAS, the Board recognizes the extra amount of time the Assistant Executive Director will perform on behalf of the Princeton Housing Authority in addition to his full-time position at the Lakewood Housing Authority, and

WHEREAS, the Board wishes to compensate the Assistant Executive Director by granting him five (5) extra vacation days and two (2) biannual payments of \$5,000.00 during each year of the contract, and

NOW THEREFORE BE IT RESOLVED that the Assistant Executive Director will receive an additional payment of \$10,000 each year (which shall not be added to the base salary) and five (5) additional vacation days each year during the two-year Management Agreement with the Princeton Housing Authority.

I hereby certify that the above is a true copy of the Resolution duly adopted by the Board of Commissioners of the Housing Authority of Lakewood in the County of Ocean at its Regular Board Meeting held on the 28th day of July 2015.


Mary Jo Graliso, Secretary
Executive Director

RESOLUTION NO. 5141

**RESOLUTION APPROVING MERIT PAYMENT
FOR KEY ADMINISTRATIVE STAFF**

WHEREAS, the Board of Commissioners ("Board"), of the Lakewood Housing Authority ("Authority"), of the Township of Lakewood, in the County of Ocean and State of New Jersey, wishes to approve merit payment for the Section 8 staff for taking on and completing all extra work related to the Lakewood Plaza II conversion project; and

WHEREAS, staff completed all seventy-two (72) initial certifications in a timely and efficient manner without compromising the completion of the existing work load and client interaction; and

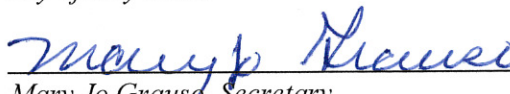
WHEREAS, the Executive Director wishes to assure the Board that the mission of the Housing Authority and the population it serves was not compromised during this period of time; and

NOW THEREFORE BE IT RESOLVED, that the Board approve a one-time merit payment to each of these staff members for exceeding in their job duties and in recognition of a job well done.

6 caseworkers @ \$3240.54
2 case checkers @\$2,001.51
1 supervisor @ \$3240.54

(See attached for the breakdown of the calculations.)

I hereby certify that the above is a true copy of the Resolution duly adopted by the Board of Commissioners of the Housing Authority of Lakewood in the County of Ocean at its Regular Board Meeting held on the 28th day of July 2015.



*Mary Jo Grauso, Secretary
Executive Director*

LAKWOOD PLAZA II VOUCHER ADDITIONS

72 VOUCHERS

6 CASE WORKERS

2 CASE CHECKERS

1 SUPERVISOR

9 EMPLOYEES INVOLVED IN ADMINISTERING OF ADDITIONAL VOUCHERS

ADMIN FEE @ \$76.78/M =		\$ 66,337.92
ONE TIME BONUS =		\$ 14,400.00
LESS: ADDITIONAL OFFICE EXPENSES		
4190+4190.06+4190.07+4190.2	\$ (34,053.65)	
TOTAL UNITS (268-823)	1091	
AVG/UNIT	\$ (31.21)	\$ (2,247.35)
NET SURPLUS		<u>\$ 78,490.57</u>

34% OF SURPLUS		\$ 26,686.79
85% TO CASE WORKERS/SUPERVISOR		\$ 22,683.77
PER EMPLOYEE	\$ 3,240.54	
15% TO CASE CHECKERS		\$ 4,003.02
PER EMPLOYEE	\$ 2,001.51	

NET REVENUE TO LHA AFTER ADMIN EXPENSES AND MERIT	\$ 51,803.77
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RESOLUTION NO. 5142

RESOLUTION AWARDING THE PHYSICAL CONDITION ASSESSMENT (PCA) FOR THE RENTAL ASSISTANCE DEMONSTRATION (RAD) FOR JOHN J. CURREY BUILDING PETER WARD TOWER, AND LULU DUFFY COTTAGES

WHEREAS, the Lakewood Housing Authority (LHA) has been awarded a HUD Commitment to Enter into a Housing Assistance Payments (CHAP) for 206 units at PIC Development NJ054000001; and

WHEREAS, RAD requires a Physical Condition Assessment be conducted at all three sites; and

WHEREAS, pursuant to the Request for Proposals (RFP) process the following five (5) proposals for the provision of these services were received and evaluated, rated and ranked (see attached evaluations) in accordance with evaluation criteria by the Authority:

1. AEI Consultants
2500 Camino Diablo
Walnut Creek, CA 94597
2. Lothrop Associates
125 Half Mile Road, Suite 200
Red Bank, NJ 07701
3. Keres Consulting, Inc.
411 Aviation Way, Suite 210
Frederick, MD 21701
4. Dominion Due Diligence Group
4121 Cox Road
Glen Allen, VA 23060
5. EMG
222 Schilling Circle, Suite 275
Hunt Valley, MD. 21031

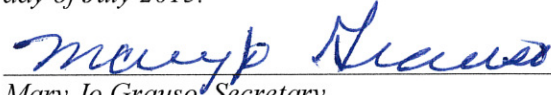
; and

WHEREAS, after review by the LHA Executive Director and Assistant Executive Director, it was determined that AEI Consultants submitted the most responsible and advantageous proposal in accordance with N.J.S.A. 40A:11-4a; and

NOW THEREFORE BE IT RESOLVED by the members of the Board of Commissioners of the LHA as follows:

1. The contract for the work described both herein as well as in the RFP be awarded to AEI Consultants.
2. The Executive Director is hereby authorized and directed to execute said contract and take any and all necessary administrative actions to implement this Resolution.

I hereby certify that the above is a true copy of the Resolution duly adopted by the Board of Commissioners of the Housing Authority of Lakewood in the County of Ocean at its Regular Board Meeting held on the 28th day of July 2015.



*Mary Jo Grauso, Secretary
Executive Director*