



Resolution # \_\_\_\_\_-2014

**Approving a Shared Services Agreement between the Millville Housing Authority and the City of Millville, County of Cumberland, New Jersey**

WHEREAS the Housing Authority of the City of Millville (the Provider), a Public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to enter into a Shared Services Agreement with the City of Millville, a municipal corporation of the State of New Jersey (the Recipient) of Cumberland County, 12 South High Street, PO Box 609, Millville, New Jersey.

AND WHEREAS, the Uniform Shared Services and Consolidation Act (NJSA 40A:65-1 et seq.) was adopted and made effective on April 3, 2007 to encourage government efficiency through shared services to help ameliorate the high property taxes paid in the State of new Jersey.

AND WHEREAS, the Provider and the Recipient desire to enter into a Shared Services Agreement where the Provider will perform professional services in connection with the Community Development Block Grant (CDBG) Program and HOME Investment Partnerships Program administered by the Recipient;

AND WHEREAS, the source of funding for this contract agreement is from the CDBG administration funds for 2015 where the Recipient will pay for the Scope of Services in the amount totaling \$12,000 for the year;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF MILLVILLE that the Executive Director is authorized to enter into a Shared Services Agreement with the City of Millville.

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Larry Miller

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Dale Finch

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Paula Ring

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James Parent

\_\_\_\_\_  
Brian Tomlin

# Shared Services Agreement

This shared services agreement made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Millville, 12 South High Street, PO Box 609, Millville, New Jersey (hereinafter referred to as City or Municipality) and the Millville Housing Authority, 1 East Vine Street, PO Box 803, Millville, New Jersey (hereinafter referred to as the MHA).

## ARTICLE I – PURPOSE OF AGREEMENT

The Municipality desires to enter into a shared services agreement to perform professional services in connection with the Community Development Block Grant (CDBG) Program and HOME Investment Partnerships Program administered by the Municipality. The source of funding for this contract agreement is from the CDBG administration funds for 2015.

## ARTICLE II – SCOPE OF SERVICES

The MHA shall provide the following professional services in connection with this agreement:

- General Administration/Consultant Services
  - The MHA agrees to provide general assistance and recommendations to the Municipality and its administrative agents in matters relating to the administration and execution of its Community Development Block Grant (CDBG) and HOME Program, as well as other CDBG related programs.
  - The MHA shall meet with staff of the Community Development Office regularly, a minimum of once a month, and as needed throughout the program year, to review program progress and program regulations.
- Annual Action Plan
  - The MHA shall assist in the preparation of the Annual Action Plan consisting of the following information, to be submitted using the CPMP Tool in accordance with instructions prescribed by HUD.
    - General Information: Executive Summary, General Questions, Managing the Process, Citizen Participation, Institutional Structure, Monitoring, Lead-Based Paint
    - Housing: Specific Housing Objectives, Needs of Public Housing, Barriers to Affordable Housing, HOME
    - Homeless: Specific Homeless Prevention Elements
    - Community Development: Community Development, Antipoverty Strategy
    - Non-Homeless Special Needs Housing: Non-Homeless Special Needs, Housing Opportunities for People with AIDS
    - Project Activity Forms: The MHA will complete Activity Forms in the CPMP Tool for each activity to be undertaken
    - Forms and Certifications: Standard Forms (424), Certifications, Specific CDBG Certification, Specific HOME Certification, Appendix to Certifications

- Consultation and Citizen Participation Process: The MHA shall provide a description of the consultation and Citizen Participation Process
- Environmental Review Record
  - The MHA shall prepare two (2) copies of an Environmental Review Record for the community acceptable for HUD approval and release of Community Development Program funds. The Environmental Review Record shall include the applicable provisions set forth below:
    - A description of the project to which it relates
    - Documentation showing each step in the Environmental Review Process as follows: determination of existing conditions, identification of environmental impacts, consideration of project modification, and consideration of alternative projects
    - Documentation that the findings have been made and are supported by the Environmental Review Record
    - Documentation that the required steps in the Environmental Review process have been followed
    - Description of the existing environmental conditions
    - A copy of the publication of Notice of Request for Release of Funds
    - A copy of the Request for Release of Funds
    - The MHA may meet with the Municipality's Certifying Officer to review the Environmental Review Record prior to the Certifying Officer executing the Environmental Certification
- Consolidated Annual Performance and Evaluation Report
  - The MHA shall prepare five copies of the Consolidated Annual Performance and Evaluation Report (CAPER) for the Municipality acceptable for HUD approval including the following:
    - General: Executive Summary, General Questions, Managing the Process, Citizen Participation, Institutional Structure, Monitoring, Lead-Based Paint
    - Housing: Housing Needs, Specific Housing Objectives, Public Housing Strategy, Barriers to Affordable Housing, HOME
    - Homeless: Homeless Needs, Specific Prevention Elements
    - Non-Homeless Special Needs Housing: Non-Homeless Special Needs
    - Public Notice Documentation
    - IDIS CDBG and HOME Reports
- General CDBG Consulting and Advisory Services
  - The MHA will be available to provide general CDBG consulting and advisory services throughout the term of the contract including:
    - Assisting the Municipality in preparing annual submissions to HUD for Entitlement CDBG funds (i.e. Action Plan, CAPER, etc.), as well as making revisions to the Five Year Consolidated Plan.

- Assisting staff in preparing the Environmental Review Record for annual community development activities as well as the CAPER reports.
  - Monitoring of sub-recipients through all aspects of their CDBG contract with the Municipality.
- Liaison Activities
  - The MHA will maintain liaison with HUD representatives and attend meetings as may be required by the Municipality.
- Affordable Housing Services
  - Assistance to staff in matters pertaining to the eligibility of HOME funded activities and preparing submissions for state HOME funds.
  - Assistance to staff in preparing all related reports required by the HOME program.
  - Assistance to staff with CHDO work. The MHA will work with the Municipality to:
    - Develop an overall strategy and implementation objectives
    - Establish the program and financial guidelines, as well as the monitoring requirements
    - Identify or establish CHDO's
    - Provide technical assistance to CHDO's in order to implement the proposed programming projects, and/or initiatives
  - Assistance to staff in preparing written agreements with sub recipients and CHDO's.

**ARTICLE III – MUNICIPAL RESPONSIBILITY**

The Municipality, through its employees, shall cooperate with the MHA and provide any information available to it which will assist the MHA in the performance of the Scope of Services including available data, background information and representatives for meetings, negotiations, or court appearances as requested by the MHA.

**ARTICLE IV – PAYMENT**

The Municipality will pay for the Scope of Services in the amount totaling \$12,000. This fee shall be payable monthly in the amount of \$1,000.

**ARTICLE V – GENERAL PROVISIONS**

- Assignment
  - The MHA agrees not to assign or transfer its rights or responsibilities in this agreement without the prior written consent of the Municipality. Under the terms of this agreement the MHA may engage other professionals to assist in the fulfillment of the work if there are no employees on staff capable of performing the work.
- Beneficial Interest
  - Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Municipality and the MHA.
- Confidential Information

- The MHA agrees that it shall not, at any time or in any manner, either directly or indirectly, communicate to any person, corporation, firm, partnership or other legal entity any information of a confidential nature involving the business or operations of the City of Millville unless authorized by the appropriate city official.
- Duration of the Agreement
  - The duration of this shared services agreement shall be for one (1) year commencing on January 1, 2015 and ending on December 31, 2015.
- Insurance
  - The MHA is an independent contractor and not an employee of the City. The MHA shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey.
- Ownership of Plans and Reports
  - The City shall be the owner of all reports or documents prepared by the MHA which have been paid for by the City.
- Standard of Care
  - The MHA shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for its profession. The professional services often require decisions which are not based upon exact science, but rather skilled judgment. The MHA shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time the services are rendered. This standard of care shall not be judged according to later standards. No express or implied warranty or representation is provided as to the success or issuance of any approvals or permits for any application submitted by or on behalf of the City based in whole or in part upon the plans, designs or documents prepared by the MHA.
- Notices
  - Notices and payments pursuant to this agreement shall be given in writing by ordinary mail to the parties at the following addresses:
 

Millville Housing Authority 1 East Vine Street PO Box 803 Millville, NJ 08332	City of Millville 12 South High Street PO Box 609 Millville, NJ 08332
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- Termination of Contract
  - Either party reserves the right to terminate this Shared Services Agreement at any time upon thirty (30) days notice to the MHA. In the event the agreement is terminated, or the project is abandoned, the City shall be responsible for the payment for all work performed by the MHA to the point of termination.
- Entire Agreement
  - This Agreement represents the entire agreement between parties. No amendment to this Agreement shall be valid unless it is made in writing and executed by the parties

and approved by Resolution of the Board of Commissioners of both the City and the MHA.

Party receiving services:

City of Millville

Signed by: \_\_\_\_\_

Dated: \_\_\_\_\_

Party providing services:

Millville Housing Authority

Signed by: \_\_\_\_\_

Dated: \_\_\_\_\_