

HOUSING AUTHORITY OF THE BOROUGH OF RED BANK

MEETING OF THE BOARD OF COMMISSIONERS

Special Meeting

52 Evergreen Terrace
Red Bank, NJ 07701
Wednesday, January 9, 2019

AGENDA

Opening of Meeting

1. Roll Call
2. Reading of Notice (Attorney)
3. Flag Salute

NEW BUSINESS

1. Election of Officers
 - a. Chairperson
 - b. Vice-Chairperson
2. Resolution 01-01-2019 authorizing a contract between the Red Bank Housing Authority and the Long Branch Housing, Authority for a period not to exceed six months with a six-month option to renew.
3. Resolution 01-02-2019 authorizing signatories of the RBHA, including facsimile signatures, for banking services and formal documents on behalf
4. Added Starters, If Applicable
5. Commissioners Comments and Concerns
6. Public Participation - Non-Agenda Items
7. Executive Session

OTHER

ADJOURNMENT

HOUSING AUTHORITY OF THE BOROUGH OF RED BANK BOARD OF COMMISSIONERS

Resolution authorizing the transaction, authorizing a contract or inter-agency agreement and addendum with the Long Branch Housing Authority, authorizing an expenditure of funds in an amount not to exceed \$ 148,800.00, subject to appropriations, and authorizing the Executive Director to execute documents and do all things necessary to effectuate the transaction.

RESOLUTION NO. 01-01-2019

WHEREAS, the Red Bank Housing Authority (RBHA)(LBHA) and the Long Branch Housing Authority (LBHA) are a duly existing bodies politic, operating and existing in accordance with the Laws of the United States of America, the State of New Jersey, and their respective cities; and

WHEREAS, the Long Branch Housing Authority is able to continue to perform certain technical, administrative, maintenance services for, and on behalf of, the Red Bank Housing Authority, for a fee, at a cost-savings to the RBHA; and

WHEREAS, the proposed contract, including a six-month option, is attached; and

WHEREAS, an addendum to the contract is also attached, which includes additional services, such as snow removal, bed bug services, etc., at a cost to the RBHA; and

WHEREAS, it is believed that the continuation of the Agreement will be in the best interests of the RBHA and its residents:

NOW, THEREFORE IT BE RESOLVED THAT: The Board of Commissioners of the Red Bank Housing Authority hereby authorizes and approves:

1. An Inter-Local Service Agreement with the Long Branch Housing Authority to conditionally provide certain technical / administrative / maintenance services/HCV services for, and on behalf of, the Red Bank Housing Authority, for a term not to exceed six months, with an option to renew, substantially in the form attached hereto as Exhibit A and incorporated herein, subject to review and approval by counsel and HUD.
2. A contract addendum for additional services as needed for snow removal, bed bugs, etc., at a cost for additional fees, attached to the contract.
3. Payment for the services at an annual rate of \$40,000.00 per six months for the Contract, subject to appropriations, plus additional costs for the services as needed identified in the contract addendum.
4. The Executive Director to execute documents and do all things necessary to

effectuate the transaction.

MOVED/SECONDED:

Resolution moved by Commissioner *Dresser*. Resolution seconded by

Commissioner *D. Jones*. **VOTE:**

Member	Yes	No	Abstain	Absent
Gloria Bradley			✓	
Michael Clancy	✓			
Mark Gregory	✓			
Caridad Santiago	✓			
Alecia Wilkerson	✓			
Memone Crystian	✓			
Diem Jones	✓			

Executed this **January 9, 2019**

ATTEST:

Gloria Wright
Gloria Wright
Interim Executive Director

APPROVAL:

Michael Clancy
Michael Clancy
Chairperson
RBHA Board of Commissioners

CERTIFICATION OF RESOLUTION

I, Gloria Wright, do hereby certify that this Resolution No. **01-01-2019** was approved by the Board of Commissioners at a duly held and authorized meeting of the Board, that I am the person authorized to sign this certification, consistent with the State law and By-laws of the Board of Commissioners, and that the statements contained herein are a true and accurate account of the Board's action.

1-9-2019
Date

Gloria Wright
Gloria Wright, Secretary

INTER-AGENCY SERVICE AGREEMENT

HOUSING AUTHORITY OF THE CITY OF LONG BRANCH and the HOUSING AUTHORITY OF THE BOROUGH OF RED BANK

This agreement, effective this 9th day of January 2019, is between the **Housing Authority of the City of Long Branch**, a body politic, with a principal office address of 2 Hope Lane, Long Branch, New Jersey 07740, and the **Housing Authority of the Borough of Red Bank**, with a central office address at 33 Evergreen Terrace, Red Bank, New Jersey 07701.

Recitals

WHEREAS, the Housing Authority of the City of Long Branch (LBHA) and the Housing Authority of the Borough of Red Bank (RBHA), (collectively, the "Parties") have vested interests in ensuring that services and processes are economized for the overall benefit of their respective cities, its residents and the surrounding neighborhoods; and

WHEREAS, the Parties receive federal funds from the United States Department of Housing and Urban Development (HUD) and other federal agencies, independent of each other, for which the reporting requirements are the same or similar; and

WHEREAS, the LBHA has developed a policies and procedures, operates and administers a successful Public Housing Agency (PHA) and Housing Choice Voucher Programs (HCV), including successful real estate development in accordance with the HUD requirements for federal funding; and

WHEREAS, LBHA has provided guidance and leadership to RBHA under similar interagency agreements for federally funded projects; and

WHEREAS, the Parties desire to share the LBHA skilled personnel to perform professional day-to-day management services, technical assistance Executive Director leadership for the overall Agency, PHA and HCV operations, requested maintenance reviews, rehabilitation, building and unit repair, and vacant unit turnaround when necessary for the RBHA:

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. **General Conditions.**

The Parties agree to cooperate with each other and to share the services agreed to as outlined herein:

- A. The Parties agree to an Interlocal Service Agreement under the Uniform Shared Services Agreement ("Agreement") consistent with the New Jersey "Uniform Shared Services and Consolidation Act" ("Act"), N.J.S.A. 40A:65-1 through 40A:65-35 for local units of government.

- B. The purpose of the Agreement is to encourage the financial accountability between the Parties by reducing waste and duplicative services.
- C. The Parties to this Agreement may provide or receive any services of the PHA and HCV programs, administration and operations; and
- D. Each Party agree that it shall be responsible for insurance liability for itself, its Board, Council, directors, officers and employees for activities performed or services provided or received under this Agreement; neither party shall indemnify the other.
- E. Should the Parties retain a third party to provide services under this Agreement, such contract shall be made in accordance with the "Local Public Contracts Law," N.J.S.A. 40A:11-1 et. seq.
- F. Any discrepancy or dispute among the Parties shall be handled in accordance with the Act.
- G. A copy of this executed Agreement shall be filed with HUD and shall be on file for inspection by the public at each of the central offices of the Parties.
- H. Each Party shall authorize this Agreement and accept its terms and conditions by adoption of a Resolution that clearly identifies the Agreement by reference, although the Resolution need not set forth the terms of this Agreement in full.

II. **Specific Services.**

- A. The LBHA staff shall perform the following duties:
 - 1. Executive Director Oversight
 - 2. Asset Management training and assistance
 - 3. Procurement process assistance
 - 4. Oversight of the Rental Assistance Demonstration (RAD) and Tax Credits as a mechanism for Capital Improvements
 - 5. Conduct and Attend Resident Meetings
 - 6. Attend Board Meetings
 - 7. Accounting
 - o Supervision
 - 8. Maintenance supervision as necessary
 - 9. A minimum of 40 hours weekly dedicated to RBHA of designated LBHA staff time
 - 10. See Contract **Exhibit A**, attached hereto and incorporated herein, for additional information regarding Services.
- B. **Independent Contractor.** LBHA employees and LBHA contractors 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 the RBHA for any purpose whatsoever.
- C. LBHA is not responsible for debts of the Red Bank Housing Authority.

III. **Compensation.** The RBHA agrees to compensate the LBHA for services performed in accordance with the terms and conditions of this Agreement. LBHA shall be compensated for the services provided hereunder as follows:

A. It is the intention of the parties that the amounts payable to the LBHA by the RBHA shall constitute payment for services rendered and all administrative and overhead costs of the LBHA incurred as a result of providing technical assistance to the RBHA by LBHA employees. Such services shall be rendered at the offices of the RBHA and on site at various PHA units and complexes located in Red Bank, New Jersey.

B. All services shall be compensated as follows: The RBHA shall encumber \$40,000 by Board resolution, with compensation billed at the rate of \$6,666 per month for services rendered. A preliminary cost estimate is attached to this agreement. Payment shall be made only for services rendered within thirty (30) days of the billed date.

IV. **Indemnification and Liability Insurance.**

A. RBHA shall release indemnify, hold harmless and defend the LBHA, its Board members, Executives, staff, agents, representatives and LBHA contractors against all claims that arise out of or resulting from its performance of requested actions associated with this agreement, except that the RBHA shall not indemnify the LBHA for claims caused by the willful misconduct or gross negligence of the employees or those hired or employed by the LBHA to perform assigned tasks.

B. The RBHA shall continue, in force, liability insurance coverage with the LBHA named as an additional insured. Certificates of insurance to be presented to LBHA prior to commencement of services.

V. **Interest of Members, Officers, Employees of Local Governing Body or Other Public Officials.**

A. No matter, officer or employee of the RBHA or LBHA, no member of the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

B. The RBHA or LBHA 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.

C. The RBHA or LBHA 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 the RBHA which shall include a description of the action which the LBHA has taken or intends to take to eliminate or neutralize the conflict.

VI. Term of Agreement/Termination.

- A. This Agreement shall commence upon the adoption of Resolutions of all of the Parties and execution by authorized representatives.
- B. The Contract shall terminate six months after the date of its execution, if not earlier terminated, unless extended.
- C. The Parties may extend the contract for an additional term, if that option is so desired by the Parties, provided each Party adopts a Resolution to so extend.
- D. Each of the Parties may terminate its services under this Agreement with or without cause or for convenience of the Party. Each Party agrees to provide at least thirty (30) days' notice to the other Party, for convenience and planning purposes.
- E. This Agreement may be modified by the Parties, provided that such Resolutions of each of the Parties for such modification have been adopted. Such modified Agreement shall be subject to approval by HUD.
- A. RECORDS. Each of the Parties agree to maintain reports, minutes of meetings, or activities performed for services provided or received under this Agreement, in accordance with the HUD requirements.
- B. The LBHA and RBHA shall maintain comprehensive a system of expense and operational records associated with this agreement.

VII. **Notices:** All notices shall be sent by regular or certified mail to the following:

If to the RBHA:

RED BANK HOUSING AUTHORITY
PO Box 2158
Red Bank, NJ 07701

With Copy to:

Attention: Chairman of the Board
Board Attorney

If to the LBHA:

The Housing Authority of the City of Long Branch
2 Hope Lane
Long Branch, New Jersey 07740
Attention: Executive Director

With Copy to:

Counsel to Board of Commissioners

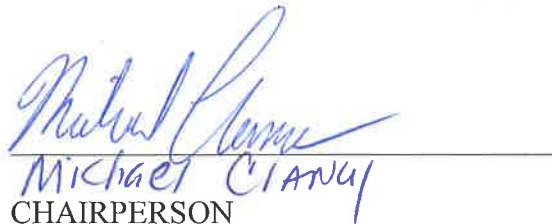
VIII. **Miscellaneous.**

- A. INTERPRETATION. This Agreement and Exhibit A constitute the entire agreement between the parties and no change will be valid unless made by in writing and executed by the parties.
- B. APPROVALS. The representatives for both parties are authorized to enter into this Agreement and bind said Authorities to this Agreement. It is further acknowledged that both parties shall obtain HUD approvals before executing this Agreement.
- C. GOVERNING LAW. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of New Jersey.
- D. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision was not contained herein.
- E. PARTIES BOND. This Agreement shall be binding on and insure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- F. AMENDMENTS. All amendments and/or modifications to this Agreement shall be in writing, signed by both parties.

IN WITNESS HEREOF the parties hereto sign this Inter Agency Agreement as of the date first above written.

WITNESS:

**THE HOUSING AUTHORITY OF
BOROUGH OF RED BANK**



MICHAEL CIANCI
CHAIRPERSON

1-9/19

DATE

1/9/19

DATE

Exhibit A

**RED BANK HOUSING AUTHORITY AND LONG BRANCH
HOUSING AUTHORITY INTERLOCAL AGREEMENT
CONTRACT ADDENDUM**

Addendum for additional maintenance services

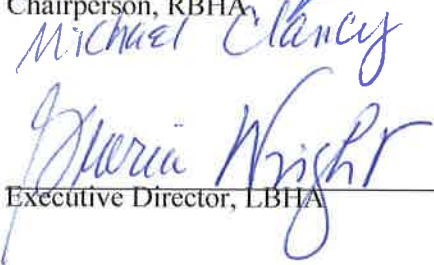
When necessary will provide the following services at their respective rates:

- | | |
|---|---|
| 1. Snow Removal- | \$5,000 (per season:
November-March) |
| 2. On-Call Overnights- | \$500 (per month) |
| 3. Hot Water Installation- | \$250 (per tank) |
| 4. Grounds Keeping, if needed- | \$250 (per visit) |
| 5. Pest control – Bedbugs – as needed | |
| Units | \$150 per unit |
| Evergreen – community room & laundry room | |
| Montgomery – Laundry room | \$25 per room (monthly) |
| 6. HCV Inspection- | \$7,500 |
| 7. HCV Program Administration- | \$20,000 |

This Addendum is agreed upon on 1-9-2019 by:



Chairperson, RBHA



Executive Director, LBHA

**Red Bank HA Inter-local Service Contract
Cost analysis**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Title		Hours Per week	comp Annual Salary	Comp Housing Authority	Prorated work hour percentage	Prorated Annual Salary	30% Benefit	Comp Total cost
administration									
	Executive Director		5	154,123	NJ006	14%	22,018	6,605	28,623
	Tenant Service Coordinater		1	42,230	NJ041	3%	1,207	362	1,569
	Assistant Comptroller		1	68,000	NJ023	3%	1,943	583	2,526
	Director of Management/HCV Direcot		20	110,351	NJ026	57%	63,058	18,917	81,975
	Personnel / Bookeeper		1	61,042	NJ030	3%	1,744	523	2,267
	Contract Mgt / IT Support/ MGT		15	61,823	NJ007	43%	26,496	7,949	34,445
Maintenance									
	Maintenance Supervisor		20	81,465	NJ034	57%	46,551	13,965	60,516
	Maintenance Procurement		1	60,341	NJ020	3%	1,724	517	2,241
TOTAL							164,741	49,422	214,163

(A)	(B)	(C)	(D)	(E)
Interlocal service agreement Start	Interlocal service agreement End	Annual Amount	Comparable Cost Amount	Inter-local service savings
1/1/2014	12/31/2014	80,000	214,163	134,163
1/1/2015	12/31/2015	80,000	214,163	134,163
1/1/2016	12/31/2016	80,000	214,163	134,163
1/1/2017	12/31/2017	80,000	214,163	134,163
total				536,652

**Red Bank HA Inter-local Service Contract
Cost analysis**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Title		Hours Per week	comp Annual Salary	Comp Housing Authority	Prorated work hour percentage	<u>Prorated</u> Annual Salary	30% Benefit	Comp Total cost
administration									
	Executive Director		5	154,123	NJ006	14%	22,018	6,605	28,623
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1/1/2016	12/31/2016	80,000	214,163	134,163
1/1/2017	12/31/2017	80,000	214,163	134,163
total				536,652

- HCV Inspections
 - Inspections will consist of: annual HQS inspections, interim inspections, special inspections and transfers.
- HCV Program Administration
 - Administration of the HCV program will consist of: Screening of applicants, verifying income eligibility, voucher issuances, portability, annual/interim/transfer certifications, HAP disbursements, rent reasonable certification, updating FMRS & utility allowances, annual SEMAP certification, respond to all inquiries/disputes/updates for applicants, tenants and landlords.

**HOUSING AUTHORITY OF THE BOROUGH OF RED BANK
BOARD OF COMMISSIONERS**

Resolution authorizing the signature, including facsimile signatures, for banking services and formal documents on behalf of the red bank housing authority.

RESOLUTION NO. 01-02-2019

WHEREAS, the Red Bank Housing Authority is a duly organized entity operating and existing under the Laws of the United States of America and the State of New Jersey; and

WHEREAS, in the course of regular business, as a PHA, the Authority is obligated to pay operating expenses and clear debts as the same are generated, and as the same become due and owing; and

WHEREAS, The Red Bank Housing Authority maintains checking accounts at Santander Bank, PNC Bank, and Valley National bank to pay operating expenses and clear debts; and

WHEREAS, The Red Bank Housing Authority Board of Commissioners hereby designates and authorizes: Chairperson Michael Clancy, Vice-Chairperson Alecia Wilkerson and The Executive Director/Secretary Gloria Wright, to sign: checks, other order of payment, and any/all formal documents including but not limited to HUD and State forms;

WHEREAS, such authority shall remain enforced until revoked by written notice of the aforementioned banks and parties from The Red Bank Housing Authority.

NOW, THEREFORE BE IT RESOLVED By the Red Bank Housing Authority Board of Commissioners that effective immediately, Chairperson Michael Clancy, Vice-Chairperson Alecia Wilkerson and The Executive Director/Secretary Gloria Wright shall be recognized as an authorized signatory for all RBHA accounts and any/all formal documents including but not limited to HUD and State forms;

1. The Red Bank Housing Authority Board of Commissioners hereby designates and authorizes Chairperson Michael Clancy, Vice-Chairperson Alecia Wilkerson and The Executive Director/Secretary Gloria Wright, to sign: checks, other order of payment, and any/all formal documents including but not limited to HUD and State forms.

MOVED/SECONDED:

Resolution moved by Commissioner Mark Gray

Resolution seconded by Commissioner Alecia Wilkerson

VOTE:

Member	Yes	No	Abstain	Absent
Gloria Bradley			✓	
Michael Clancy	✓			
Mark Gregory	✓			
Caridad Santiago	✓			
Alecia Wilkerson	✓			
Memone Crystian	✓			
Diem Jones	✓			



Executed this **January 9 2019**

ATTEST:



Gloria Wright
Interim Executive Director

APPROVAL:

Chairperson
RBHA Board of Commissioners

CERTIFICATION OF RESOLUTION

I, Gloria Wright, do hereby certify that this Resolution No. **01-02-2019** was approved by the Board of Commissioners at a duly held and authorized meeting of the Board, that I am the person authorized to sign this certification, consistent with the State law and By-laws of the Board of Commissioners, and that the statements contained herein are a true and accurate account of the Board's action.

1-9-2019
Date



Gloria Wright, Secretary

N/A

**HOUSING AUTHORITY OF THE BOROUGH OF RED BANK
REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

Resolution authorizing a Closed Session of the Regular Meeting of the Board of Commissioners on January 9th, 2019.

RESOLUTION NO. 01-____-19

WHEREAS, the Board of Commissioners of the Housing Authority of the Borough of Red Bank (“Board”) desires to hold a Closed Session of the Regular Meeting of the Board of Commissioners (the “Board”) on January 16, 2019 to discuss certain personnel, litigation or contract negotiations, as permitted by N.J.S.A. 10:4-12(b); and

WHEREAS, the Board meeting was duly advertised with sufficient notice to the public:

NOW, THEREFORE, BE IT RESOLVED THAT: The Board of Commissioners of the Housing Authority of the Borough of Red Bank hereby authorizes and approves:

1. A Closed Session of the Board to discuss matters of personnel, litigation or contract negotiations.
2. Discussions of the items in Closed Session will be disclosed to the public when the matter no longer requires closure from public.

MOVED/SECONDED:

Resolution moved by Commissioner _____.

Resolution seconded by Commissioner _____.

VOTE:

Member	Yes	No	Abstain	Absent
Gloria Bradley				
Michael Clancy				
Mark Gregory				
Caridad Santiago				
Alecia Wilkerson				
Memone Crystian				
Diem Jones				

Executed this 9th day of January 2019.

ATTEST:

APPROVAL:

Gloria Wright
Executive Director

Chairman
RBHA Board of Commissioners

CERTIFICATION OF RESOLUTION

I, Gloria J. Wright, do hereby certify that this **Resolution No. 01-____-19** was approved by the Board of Commissioners at a duly held and authorized meeting of the Board, that I am the person authorized to sign this certification, consistent with the State law and By-laws of the Board of Commissioners, and that the statements contained herein are a true and accurate account of the Board's action.

Date

Gloria J. Wright, RBHA Board Secretary