


**RESOLUTION OF COMPLIANCE
Salem Housing Authority Executive Director**

WHEREAS, the Housing Authority of the City of Salem, a Public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey is required to provide an annual certification of compliance for the Executive Director of the Salem Housing Authority to the State Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SALEM THAT the attached written contract for the year 2013 was approved by the Commissioners of the Housing Authority of the City of Salem and that the Executive Director has completed his training requirement.



June Moore




Rev. Dr. H. Holland Fields



Tyrus Davis

Rev. Elmer Brown



Juan Rosario



Evelyn Jones

ATTEST: 

Paul F. Dice, Executive Director

DATE: 3/28/2013

**SHARED SERVICES AGREEMENT
FOR EXECUTIVE DIRECTOR AND MANAGEMENT
SERVICES BY AND BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF SALEM
AND
THE HOUSING AUTHORITY OF THE CITY OF MILLVILLE**

THIS AGREEMENT is made on this 12th day of DECEMBER, 2012 by and between The Housing Authority of the City of Salem (hereinafter SHA) and The Housing Authority of the City of Millville (hereinafter MHA).

PREAMBLE:

WHEREAS, SHA wishes to retain the management services of the MHA Executive Director, Paul F. Dice.

NOW, THEREFORE, the parties agree as follows:

1. **AGREEMENT TO PROVIDE EXECUTIVE DIRECTOR MANAGEMENT SERVICES**, MHA hereby agrees that it shall provide management services for SHA in accordance with the terms and conditions of this Agreement. SHA agrees to reimburse MHA for said services in accordance with the terms and conditions of this Agreement.
2. **COMPENSATION**. MHA shall be reimbursed for the services provided hereunder as follows:

Notwithstanding any other provisions herein, total payments under this contract shall be **\$7,083.33** per month to a maximum of **\$85,000.00** per annum without further authorization from SHA. In the event that the contract maximum of \$85,000.00 is reached and SHA does not authorize expenditures, MHA shall have no further obligation to perform services under this agreement.

3. **SCOPE OF SERVICES**. MHA shall perform the following services:
 - a. Have Paul Dice serve as the Executive Director of the Salem Housing Authority (SHA) for a period of time to be selected by the SHA Board of Commissioners (Board);
 - b. Make available all of the human resources of the MHA's high performing team as may be required to advance the SHA's goals. This does not include legal services.
 - c. Make available the MHA's experienced Board of Commissioners for consultation to the SHA Board as may be requested by the SHA;
 - d. Work with the SHA Board to develop and maintain policies that are in keeping with federal and state statute, regulation and policy;
 - e. Implement and maintain the policies approved by the SHA Board;
 - f. Safeguard the interests and welfare of SHA residents;
 - g. Safeguard the SHA's employees as well as its physical and financial assets;

- h. Maintain executive responsibility for all of the SHA's operations, including, but not limited to: fiscal, administrative and residential operations;
- i. Prepare and submit such reports as may be required of the SHA by federal, state or local requirement;
- j. Prepare and submit such reports as may be required by the Board;
- k. Serve as the SHA's representative and liaison with any external audience interacting with or impacting the SHA;
- l. Coordinate SHA activities with all federal, state or local agencies;
- m. Maintain standards of performance established for and consistent with the standards of professional practice for executive directors of public housing authorities.

4. RIGHT TO HIRE OTHERS.

- a) MHA shall have the right to designate additional employees of its staff to assist in fulfilling MHA responsibilities under this Agreement. There shall be no additional compensation for such employees.
- b) MHA shall retain the law firm of Robinson & Andujar, LLC to provide landlord/tenant services to the SHA. The services of Robinson & Andujar, LLC shall be billed at the hourly rate of \$155 and the SHA shall pay MHA monthly for those services in addition to the compensation stated in paragraph #2 herein.
- c) MHA shall have the right to employ additional individuals subject to the prior approval of SHA.

5. INDEPENDENT CONTRACTOR. MHA 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 SHA for any purpose whatsoever.

6. CONTRACT PERIOD AND OPTION TO EXTEND. The contract shall be effective upon the execution of this Agreement. Either party may terminate the contract with 30 days advance written notice during the term of the contract.

7. WORKERS' COMPENSATION INSURANCE. MHA shall carry such Worker's Compensation insurance as is now or hereafter required by law as to those persons performing services for SHA pursuant to this Agreement.

8. TERMINATION. This contract may be terminated for convenience as follows:

- a) By SHA upon thirty (30) days advance written notice to MHA.
- b) By MHA upon thirty (30) days advance written notice to SHA.

9. INDEMNIFICATION AND LIABILITY INSURANCE.

- a) SHA shall indemnify, hold harmless and defend MHA against all claims that arise out of or result from its performance of this Agreement, except that SHA shall not indemnify MHA for claims caused by the willful misconduct of MHA.
- b) MHA at its cost shall obtain an insurance policy for Officers, Directors, and Employees covering MHA employees who perform services pursuant to this Agreement.
- c) MHA shall continue, in force, liability insurance coverage naming SHA and its Officers, Commissioners, and those employees named on Schedule "A", as additional insured.

10. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS.

- a) No member, officer, or employee of MHA, no member of the governing body of the City of Millville and no other public official of such localities who exercises any functions or responsibilities with respect to the project programs during his tenure or for one year thereafter, shall have any interest direct or indirect in this contract or the proceeds thereof.
- b) MHA 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) MHA 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 SHA that MHA has taken or intends to take to eliminate or neutralize the conflict.

11. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, MHA agrees as follows:

- a) MHA 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. MHA 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 MHA 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 MHA 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.

12. LIMITATION ON EXPENDITURES. Notwithstanding any of the foregoing provisions, the prior approval of SHA will be required for any expenditure in excess of the compensation stated herein.

13. 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 such approval shall be obtained from the following representatives of each party:

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

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

16. INTERPRETATION, 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:

Allison D. Carson

HOUSING AUTHORITY OF THE
CITY OF SALEM

By: Jane Moore
Chairperson

Allison D. Carson

HOUSING AUTHORITY OF THE
CITY OF MILLVILLE

By: Brian Tomlin
Brian Tomlin, Chairperson