

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Atlantic County Improvement Authority COUNTY: Atlantic

RECIPIENT: Galloway Township COUNTY: Atlantic

BRIEF DESCRIPTION OF SERVICE:

Perform various services for the municipality as the administrator of the Program
Income from Small Grants for Housing Rehabilitation

EFFECTIVE DATE: 6/30/2016

EXPIRATION DATE: 6/29/2019

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT unknown

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

RESOLUTION #213-16

**A RESOLUTION OF THE TOWNSHIP OF GALLOWAY
AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT
WITH THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY
FOR THE ADMINISTRATION OF THE PROGRAM INCOME FROM
SMALL CITIES GRANTS FOR HOUSING REHABILITATION**

WHEREAS, the Township of Galloway desires to engage the services of the Atlantic County Improvement Authority to perform various services for the municipality; and

WHEREAS, the Atlantic County Improvement Authority is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth in the attached contract:

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council for the Township of Galloway, County of Atlantic and State of New Jersey, that it does hereby appoint the Atlantic County Improvement Authority to be the Administrator of that portion of the Township of Galloway Housing Rehabilitation Program financed by the Program Income generated by previous Small Cities CDBG Grants; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to enter into and execute the Inter- Local Services Agreement authorizing the Atlantic County Improvement Authority as the Administrator of said Program Income-Housing Rehabilitation Program.

Certified to be a true copy of a Resolution adopted by the Municipal Council for the Township of Galloway, County of Atlantic and State of New Jersey, on the 28th day of June, 2016.

TOWNSHIP OF GALLOWAY


Kelli Danieli, RMC
Township Clerk

Recorded Vote:	MOTIONS	AYE	NAY	ABSTAIN	ABSENT
Clute		X			
Coppola		X			
DiPietro		X			
Gargione	2	X			
Maldonado					X
Meadows	1	X			
Purdy		X			

INTER-LOCAL SERVICES AGREEMENT

GALLOWAY TOWNSHIP

Program Income – Housing Rehabilitation Program

THIS AGREEMENT made this 14th day of June, 2016, between the TOWNSHIP OF GALLOWAY, hereinafter referred to as “MUNICIPALITY” and the ATLANTIC COUNTY IMPROVEMENT AUTHORITY, hereinafter referred to as “AUTHORITY”

WITNESSETH:

WHEREAS, the MUNICIPALITY desires to engage the services of the AUTHORITY’S OFFICE OF COMMUNITY DEVELOPMENT to perform various services for the MUNICIPALITY as hereinafter provided; and

WHEREAS, the AUTHORITY’S OFFICE OF COMMUNITY DEVELOPMENT is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as FOLLOWS:

ARTICLE I: SCOPE OF SERVICES

The AUTHORITY shall provide to the MUNICIPALITY the following services:

A. The AUTHORITY agrees to administer, on behalf of the MUNICIPALITY, the (Municipality)’s Program Income – Housing Rehabilitation Program (hereinafter “PROGRAM INCOME”) and, specifically, to administer all funds repaid from all Small Cities or other grants to the MUNICIPALITY.

B. In administering the PROGRAM INCOME, the AUTHORITY will adhere to:

- (1) The Assistance Program policy, as prescribed by the NJ Department of Community Affairs, and approved by the MUNICIPALITY.

- (2) The schedule of activities, budget, and timeframe as dictated by the actual repayment of rehabilitation assistance to the MUNICIPALITY by previously participating homeowner. The terms and conditions contained in the Small Cities Contract Agreements that generated the Program Income will be applicable.
 - (3) The administrative tasks as specified in the grant management plan, in effect during administration of the original grants.
- C. In administering the PROGRAM INCOME, the AUTHORITY will serve diligently and will, at times, act for the best interest of the MUNICIPALITY and will faithfully, industriously, and to the best of its abilities and talents perform all duties that may be required, subject to the general control of said MUNICIPALITY.

ARTICLE II: PAYMENT

- A. In full consideration of all services to be performed under this Agreement, the AUTHORITY shall be reimbursed a lump sum for each of the following services performed; heater installation \$500.00, well installation \$500.00, septic system installation \$750.00 & housing rehabilitation \$1,950.00 from the PROGRAM INCOME available to the AUTHORITY, for administration. No additional funds will be provided for travel and consumables to the AUTHORITY.
- B. Administrative Expenses to be incurred by the AUTHORITY in the operation of the PROGRAM INCOME, shall not exceed the amount stated in II.A., unless permission to exceed that fee has been authorized by the Governing Body.
- C. It is the obligation of the MUNICIPALITY to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoices submitted by the AUTHORITY. Nothing herein contained shall be construed to prohibit the AUTHORITY from seeking legal recourse in the event it determines that the decision of the MUNICIPALITY is unreasonable or otherwise improper.
- D. Payment shall be made only upon submission by the AUTHORITY of the required standard invoice and any other documents deemed necessary by the MUNICIPALITY.

ARTICLE III. TERM

- A. This Agreement shall be effective June 30, 2016, and shall extend for a period of three (3) years, ending June 29, 2019.
- B. The Governing Body may extend the terms of this Agreement. Such extension shall be made by the Governing Body in writing. In the event that the Agreement is extended, all of the original terms and conditions will remain in effect for the extended period.
- C. The Governing Body may terminate, modify, or suspend this Agreement at any time by giving written Notice sent to the AUTHORITY at the address set forth in Article VI. In the event of termination of this Agreement, the AUTHORITY shall furnish to the MUNICIPALITY such reports or documents that the MUNICIPALITY may require based upon work completed under the provisions of this Agreement. The AUTHORITY shall be compensated in an amount determined by the Governing Body to be commensurate with the work performed at the time of termination.

ARTICLE IV: GENERAL PROVISIONS

- A. The AUTHORITY's status shall be that of an independent Principal and not as agent or employee of the MUNICIPALITY. As an independent principal, the AUTHORITY will, at all times, act for the best interest of the MUNICIPALITY, subject to MUNICIPALITY approval in all actions taken.
- B. The AUTHORITY agrees not to assign this Agreement or moneys due hereunder without the proper written approval of the MUNICIPALITY.
- C. The AUTHORITY agrees that in the performance of the Agreement they will obey, and comply with applicable Federal, State, and municipal laws and regulations.
- D. This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.
- E. There shall be no discrimination against any employee engaged in the work required to produce the service covered by the Agreement, or against any applicant for such employment because of race, creed, color, national origin, ancestry, sex, included, but not limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The AUTHORITY shall insert a similar provision in all subcontracts.

- F. The parties to the Contract do hereby agree that the provisions of the N.J.S.A. 10:2-4, dealing with discrimination in employment in public contract and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of this Contract and are binding upon them.
- G. This Contract may not be altered, modified, or rescinded orally, but any changes agreed upon and executed by both parties may be incorporated into this Agreement.
- H. The parties to this Contract do hereby agree to all provisions of the Grant Management Plan, approved as part of the original grant administration.

ARTICLE V: ADDITIONAL PROVISIONS

- A. The MUNICIPALITY shall have the following rights and obligations with respect to this Agreement:
 - (1) To approve, through the Governing Body, major revisions to the Housing Rehabilitation Assistance Program, Policy and Application prior to their adoption. Such revisions shall include, but are not limited to, changes affecting target area boundaries, the types of activities to be undertaken, the amount of funds allocated to activities, and eligibility requirements.
 - (2) To monitor the program through independent inspections of financial records, physical inspections of rehabilitated homes and other improvements, and interviews with homeowners and contractors.
 - (3) The MUNICIPALITY or any of their duly-authorized representatives shall have access to any subcontracts, books, payroll, papers and records of the AUTHORITY which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.
 - (4) The MUNICIPALITY agrees to make all payments to the AUTHORITY, upon receipt of the required vouchers and other supporting documents that may be required from the AUTHORITY. It is understood that vouchers for payment will be processed for payment at the first Governing Body meeting following their submission for payment to the MUNICIPALITY.

B. The AUTHORITY agrees as follows:

- (1) The AUTHORITY is aware of the assurance given by the MUNICIPALITY as set forth in attachments the original Grant Agreement entitled: "Program Assurance," which was executed by the MUNICIPALITY in connection with its Community Development Block Grant Application. The MUNICIPALITY, in accepting and using federal funds, agrees to conform its program with the assurances set forth in said forms.
- (2) The AUTHORITY will maintain all necessary financial, equal opportunity and other records required by the MUNICIPALITY in connection with the aforementioned PROGRAM INCOME.

ARTICLE VI: ADDRESS FOR NOTICE

The Address given, below, shall be the address of the representative parties to which all notices and reports required by this Agreement shall be sent by Certified Mail, Return Receipt Requested.

Township of Galloway
Galloway Township Municipal Building
300 East Jimmie Leeds Road
Galloway Township, NJ 08205

ATLANTIC COUNTY IMPROVEMENT AUTHORITY

ACIA, Office of Community Development
1333 Atlantic Avenue, Suite 700
Atlantic City, NJ 08401

IN WITNESS WHEREOF, the ATLANTIC COUNTY IMPROVEMENT AUTHORITY has duly signed and sealed this Agreement:

And the MUNICIPALITY has likewise caused the Agreement to be signed and sealed by its authorized officers this 28th day of June, 2016.

ATTEST:



Kelli Danieli, Township Clerk

WITNESS:



GLORIA L. DUFFNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 23, 2019

TOWNSHIP OF GALLOWAY:

By:


Don Purdy, Mayor

CONTRACTOR:

Atlantic County Improvement Authority

By:


John C. Lamey, Jr., Executive Director