

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: City of Vineland COUNTY: Cumberland

RECIPIENT: City's of Millville, Bridgeton, Twp. of Pittsgrove, Elmer COUNTY: Cumb. & Salem
Borough

BRIEF DESCRIPTION OF SERVICE:

For the purpose of undertaking housing assistance activities funded by the HOME Investment Partnership Program

EFFECTIVE DATE: Federal Fiscal Years 2014

EXPIRATION DATE: through 2016

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.

AGREEMENT

THIS AGREEMENT is made on June, 2013 by and among the CITY OF VINELAND, the CITY OF MILLVILLE, the CITY OF BRIDGETON, the TOWNSHIP OF FAIRFIELD, the TOWNSHIP OF PITTSBORO and the BOROUGH OF ELMER, municipal corporations of the State of New Jersey.

WITNESSETH:

WHEREAS, N.J.S.A. 40:8A-1 et seq. (Interlocal Services Act), permits any local unit of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the City of Vineland, the City of Millville, the City of Bridgeton the Township of Fairfield, the Township of Pittsgrove and the Borough of Elmer desire to enter into a legally binding Cooperation Agreement providing for participation as a Consortium in undertaking housing assistance activities funded by the HOME Investment Partnership Program as authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990.

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

1. To cooperate to undertake or to assist in undertaking housing assistance activities for low and moderate-income persons in accordance with the regulations of the HOME Investment Partnership Program.
2. To authorize the City of Vineland (hereinafter referred to as the Lead Entity) to act in a representative capacity for the City of Millville, the City of Bridgeton, the Township of Fairfield, the Township of Pittsgrove and the Borough of Elmer for the purpose of implementing HOME Program activities.
3. That the City of Vineland, as Lead Entity, assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24CFR Parts 92 and 91 and the requirements of 24CFR 92.350. No member unit can obstruct the implementation of the Consortium's approved Consolidated Plan by veto or other restriction.
4. To participate in the cost of the administrative responsibilities as are set forth in the HOME Investment Partnership Program Regulations, including but not limited to preparation of the HOME Partnership Application, preparation of the Environmental Review Record for the various projects, project set-up reports, progress reports, financial reports, program amendments, completion report, designation of Community Housing Development Organizations (CHDO's), preparation of contractual documents and monitoring of the CHDO activities, etc.

5. That, in consideration of carrying out all of the administrative, programmatic, and financial responsibilities, each Participating Jurisdiction (Millville, Bridgeton, Fairfield, Pittsgrove and Elmer) will reserve 3.5% of their total HOME Budget for use by the Lead Entity (Vineland). The percentage of HOME budget to be charged for administration by the City of Vineland, as Lead Entity, shall represent the maximum amount to be invoiced, based on the submission of an accounting of the actual time charged by City personnel, along with the related expenses for overall administration of the HOME Program. The Lead Entity will draw funds periodically and will provide an annual accounting to each of the Participating Jurisdictions.
6. To adhere to the administrative procedures for program implementation **attached** to this document as Exhibit A.
7. To ensure that activities are undertaken which will affirmatively further fair housing.
8. That this agreement shall be signed by the Mayors, as Chief Executive Officers, of the Cities of Vineland, Millville, Bridgeton, the Townships of Fairfield and Pittsgrove and the Borough of Elmer, pursuant to authorization per Resolution adopted at a regular meeting of each Municipality's governing body.
9. That the term of this agreement shall cover the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years beginning Federal Fiscal Year 2014 and extending through FY 2016. This agreement remains in effect during the specified time period and all partners are prohibited from withdrawal from this agreement during such time.
10. That HUD will recognize the Consortium, comprising the City of Vineland, the City of Millville, the City of Bridgeton, the Township of Fairfield, the Township of Pittsgrove and the Borough of Elmer as a unit of general local government and a Participating Jurisdiction for the purposes of the HOME Program for the term of this Agreement.
11. That amendments to this Consortium Cooperation Agreement may be considered from time to time and will be signed by the respective Chief Executive Officers of the participating units of local government and will be reported to the Newark Area Office of the Department of Housing and Urban Development.
12. That the City of Vineland as Lead Entity, shall notify HUD that this Consortium Cooperation Agreement by and among the City of Vineland, the City of Millville, the City of Bridgeton, the Township of Fairfield, the Township of Pittsgrove and the Borough of Elmer has been executed and that the Consortium has sufficient authority and administrative capacity to carry out the purpose of the HOME Investment Partnership Program as a basis for requesting HOME Program funding.

13. That the City of Millville, the City of Bridgeton, the Township of Fairfield, the Township of Pittsgrove and the Borough of Elmer agree to provide any and all information and documentation necessary for the City of Vineland to implement HOME Program activities.
14. That any penalties as a result of errors or omissions or over-expenditures determined to be the responsibility of a participating municipality shall be the responsibility of said municipality.
15. That Vineland, Millville, Bridgeton, Fairfield, Pittsgrove and Elmer shall each design their Housing Assistance Program in accordance with the priorities set forth in their respective Consolidated Plan documents.
16. That all Consortium Partners are on the same program year start date (July 1) for CDBG, HOME, ESG, and HOPWA.
17. That Vineland, Millville, Bridgeton, Fairfield, Pittsgrove and Elmer, as Participating Jurisdictions in the HOME Consortium, agree that every effort must be made to ensure that all funds appropriated to the Consortium for HOME Program activities, including those activities undertaken by selected CHDO's, are obligated and expended in a timely and professional manner. Towards this end, the Participating Jurisdictions each agree that, to the extent that HOME funds are still available (unobligated or not anticipated to be expended) within a prescribed period of time prior to the end of the applicable federal contract term, then a Participating Jurisdiction shall be eligible to spend fund balances from other jurisdictions' not obligated/ unanticipated expended balances from the current fiscal year budget and have said expenditures chargeable to that municipality's subsequent year allocation so long as the subsequent clearances, including environmental release of funds and certification, have been obtained. This assumes that the Participating Jurisdiction that has funds not yet obligated or not anticipated to be expended and that is committed to spend its full allocation will in fact do so within a reasonable period of time. In the event that repeated delinquencies in the obligation and/or expenditure of funds occur over more than a two (2) year cycle, the Lead Entity will consider reallocation of said non-obligated, unexpended balances to that Participating Jurisdiction that has undertaken an accelerated implementation/expenditures program as is provided for in this paragraph.
18. That this agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the

Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if: the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

19. That the amount of HOME funding allocated to each Consortium member for each Fiscal Year shall correspond to the amount that that member adds to the entire Consortium allocation as reflected in the Consortium Share Report provided on the HUD website.

RECOMMENDED TIME FRAME FOR HOME FUNDS

Commitment

If funds remain uncommitted **after 20 months**: lead agency should notify community of obligation to commit within 24 months and ask for status report. Community still has the option of reprogramming funds to another project in the community.

If funds remain uncommitted **after 24 months**: lead agency should advise community that funds will be recaptured by the consortium if not committed in 6 months. Advise other consortium members of possible availability of additional funds and ask for possible other projects that could be funded.

If funds remain uncommitted **after 30 months**: advise community that funds have been de-obligated for the slow-moving project and award the recaptured funds to other Participating Jurisdictions with ready projects on a rotating basis.

Funds for new projects must still be committed within 24 months.

Expenditure

If funds remain unexpended **after 42 months**: lead agency should notify community that funds will be recaptured in 6 months if funds remain unexpended. Request status report.

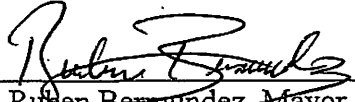
If funds remain unexpended **after 46 months**: lead agency should advise community that funds will be recaptured by the consortium if not expended in two months. Advise other consortium members of the possibility of additional funds for ready projects.

If funds remain unexpended **after 48 months**: lead agency should advise community that funds for the project in question have been de-obligated. Award to another eligible project in another community.

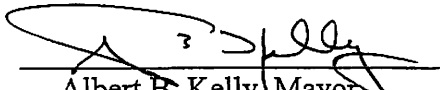
Funds for new projects must still be expended within 60 months.

SIGNATURE PAGE

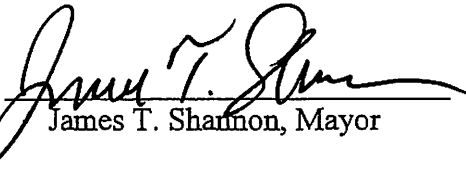
CITY OF VINELAND

By: 
Ruben Bermudez, Mayor

CITY OF BRIDGETON


Albert B. Kelly, Mayor

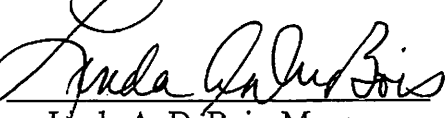
CITY OF MILLVILLE

By: 
James T. Shannon, Mayor

TOWNSHIP OF FAIRFIELD


JoAnne Servais, Mayor

TOWNSHIP OF PITTS GROVE

By: 
Linda A. DuBois, Mayor