

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF
THE PRINCETON HOUSING AUTHORITY**

RESOLUTION 2017-10

RAD Conversion Rent

WHEREAS, the Princeton Housing Authority has applied for and been accepted into the Department of Housing and Urban Development (HUD) Rental Assistance Demonstration Program (RAD) through which its HUD funding mechanism will change; and

WHEREAS, as part of the RAD conversion process, PHA was required to hold tenant meetings to explain any and all changes affecting the tenants and PHA as a result of the RAD conversion; and

WHEREAS, at the time such tenant meetings were held, the HUD RAD regulations then in effect would not have resulted in any rent increases to existing PHA tenants upon the RAD conversion because the rent to owner could not exceed the contract rent; and

WHEREAS, the Board of Commissioners, the Executive Director and the administrative staff of the PHA, in reliance upon the then current HUD RAD regulations represented to the tenants during such required meetings that, upon the RAD conversion, no existing PHA tenant would experience a rent increase solely as a result of the RAD conversion; and

WHEREAS, following the conduct of the required tenant meetings, but prior to the Board of Commissioners final decision to accept the RAD conversion, subsequent changes to the HUD RAD regulations regarding rent calculations would have resulted in several tenants being subject to significant increases in monthly rent upon the RAD conversion; and

WHEREAS, PHA has requested of HUD a waiver of the RAD rent calculation guidelines for the affected tenants so that it can be permitted to charge these specific tenants no more than 80% of the published Fair Market Rent (FMR) which is currently the Public Housing ceiling/flat rent; and

WHEREAS, HUD has declined to specifically grant such a waiver, but has instead advised PHA that, in the event a tenant fails to comply with the required recertification process, PHA may charge such tenant market rent/contract rent pursuant to paragraph 15.a and 17 of the lease agreement and paragraph 8-5 of HUD Handbook 4350.3; and

WHEREAS, the Board of Commissioners desires to cap rents, for tenants that fail to comply with the annual recertification requirement, at the greater of the market rent (contract/CHAP rent) or 80% FMR, or in the case of Karin Court the applicable maximum rent allowable under LIHTC regulations, for a unit of the size that the tenant resides in; and

NOW THEREFORE, BE IT RESOLVED that the governing body of the Princeton Housing Authority hereby authorizes and directs the Executive Director of the Housing Authority to create and implement lease provisions or a Rider to the lease which would cap rents at the greater of the market rent (contract/CHAP rent) or 80% FMR, or in the case of Karin Court the applicable maximum rent allowable under LIHTC

regulations, and to not commence any eviction action against any RAD tenant based solely upon the tenants failure to comply with the annual recertification requirement, which would result in such tenant being charged rent the greater of market rent (contract/CHAP rent) or 80% FMR, or in the case of Karin Court the applicable maximum rent allowable under LIHTC regulations.

Motion: McGowen Second: Pannell

Governing Body Member: Aye Nay Abstain Absent

Leighton Newlin	X			
Toby Levy				X
Henry Pannell	X			
Linda Sipprelle	X			
Rev. Dr. Deborah Brooks				X
Alvin McGowen	X			
Bertha Logan	X			


Secretary's Signature

9/19/17
Date

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF
THE PRINCETON HOUSING AUTHORITY**

RESOLUTION 2017-11

WHEREAS, the Princeton Housing Authority is required to procure an annual audit by an Independent Public Accountant; and

WHEREAS, the PHA advertised the RFP for Auditing Services in the Princeton Packet; and

WHEREAS, one firm requested RFP documents and one audit proposals was received and evaluated according to the points system indicated in the request for proposals; and

WHEREAS, Polcari & Company, CPA of Wayne, NJ received the highest scoring on the evaluation and submitted a proposal with a fee of \$9,760.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Princeton Housing Authority does hereby resolve to approve the Agreement for Audit Services (Audit Contract), in the amount of \$9,760, to Polcari & Company, CPA for the twelve month period ending June 30, 2017.

Motion: McGowen Second: Sipprelle

Governing Body Member: Aye Nay Abstain Absent

Leighton Newlin	X			
Toby Levy				X
Henry Pannell	X			
Linda Sipprelle	X			
Rev. Dr. Deborah Brooks				X
Alvin McGowen	X			
Bertha Logan	X			


Secretary's Signature

9/19/17
Date

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF
THE PRINCETON HOUSING AUTHORITY**

RESOLUTION 2017-12

WHEREAS, the Princeton Housing Authority advertised an RFP for accounting services for the fiscal year 7/1/17-6/30/18 in the Princeton Packet; and

WHEREAS, one firm requested RFP documents and one proposal was received and evaluated as indicated in the Request for Proposals; and

WHEREAS, Hymanson, Parnes & Giampaolo scored highest on the evaluation.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Princeton Housing Authority does hereby resolve to approve the Agreement for Accounting Services, in the amount of \$12,600, to Hymanson, Parnes & Giampaolo for the fiscal year 7/1/17-6/30/18.

Motion: Sippelle Second: Logan

Governing Body Member: Aye Nay Abstain Absent

Leighton Newlin	X			
Toby Levy				X
Henry Pannell	X			
Linda Sippelle	X			
Rev. Dr. Deborah Brooks				X
Alvin McGowen	X			
Bertha Logan	X			



Secretary's Signature

9/19/17

Date

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF
THE PRINCETON HOUSING AUTHORITY**

RESOLUTION 2017-13

Renewing contract with the Lakewood Housing Authority for Executive Director and Management Services

WHEREAS, the Princeton Housing Authority has a desire to renew the Intergovernmental Service Agreement with the Lakewood Housing Authority, which expires on September 30, 2017; and

WHEREAS, the agreement has been approved by the NJDCA and encouraged by the HUD Newark field office; and

WHEREAS, the agreement will provide the PHA a savings of over \$55,000 compared to hiring a full time Executive Director; and

WHEREAS, the agreement has provided effective and efficient results over the past six years; and

WHEREAS, the attached two year contract for services between the Princeton Housing Authority and the Lakewood Housing Authority details the scope of services and compensation.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Princeton Housing Authority hereby authorizes and directs the Executive Director of the Housing Authority to execute said contract with the Lakewood Housing Authority and to take any and all necessary administrative actions to implement this resolution.

Motion: McGowen Second: Pannell

Governing Body Member: Aye Nay Abstain Absent

Leighton Newlin	X			
Toby Levy				X
Henry Pannell	X			
Linda Sipprelle	X			
Rev. Dr. Deborah Brooks				X
Alvin McGowen	X			
Bertha Logan	X			


Secretary's Signature

9/19/17
Date

**INTERGOVERNMENTAL SERVICE AGREEMENT
FOR MANAGEMENT SERVICES**

BY AND BETWEEN THE LAKEWOOD HOUSING AUTHORITY AND THE PRINCETON HOUSING AUTHORITY

This Agreement is made on September 19, 2017, between the Lakewood Housing Authority (hereinafter "LHA") and the Princeton Housing Authority (hereinafter "PHA").

A. General

LHA agrees that it shall provide Executive Director services for PHA in accordance with the terms and conditions of this Agreement. PHA agrees to compensate LHA for said services in accordance with the terms and conditions of this Agreement.

B. Services

In performing the following duties, the LHA shall comply with the PHAs written policies and procedures in addition to all applicable federal and state laws, rules and regulations. The services provided to the PHA shall be under the direct supervision of Mary Jo Grauso. Services shall be rendered to the PHA by Mary Jo Grauso (Executive Director) and Scott E. Parsons (Assistant Executive Director). LHA shall provide the PHA staff and Board of Commissioners with emergency contact information so that one of the assigned LHA staff members may be reached for emergencies at all times during the term of this agreement.

LHA shall perform the following services to the PHA:

To the extent practical, the following services shall be provided on site and between the hours of 9a.m. and 4p.m., Monday-Friday, however it is understood that additional hours may be required.

1. Carry out the organizational, supervisory, coordinating and monitoring functions attendant to the position of the Executive Director.
2. Serve as Secretary to the PHA Board of Commissioners and provide all of the services and perform the duties customarily associated therewith.
3. Perform all executive and management duties which an Executive Director is authorized to perform by PHA and applicable state statutes.
4. Take all personnel, management and administrative actions to facilitate the day to day operation of the PHA.
5. Provide Capital Fund Program planning, oversight and contract administration.
6. Appear in court on Landlord/Tenant and other matters as needed.
7. Process payroll through third party provider.
8. Prepare quarterly financial statements for Karin Court.
9. Prepare and perform drawdowns for HUD Operating Subsidy and CFP Grants.
10. Assist with tenant annual recertifications as needed.

The service provider in the performance of his/her duties to promote communication among staff, residents and the board shall spend a minimum of 10 hours on site per week.

C. Right to Hire Others

LHA shall have the right to designate additional employees of its staff to assist in fulfilling LHAs responsibilities under this Agreement subject to the prior approval of the PHAs Board of Commissioners.

LHA shall have the right to employ additional individuals subject to the prior approval of PHA

D. Records

LHA shall maintain a comprehensive system of records, books, and accounts in a manner satisfactory to HUD and PHA. All records, books, and accounts, together with all documents, papers and records of LHA which relate to the operation of PHA shall be available for examination at reasonable hours by any authorized representative of HUD, the Comptroller General or New Jersey Department of Community Affairs and PHA. LHA will turn over all records to PHA at the termination of this contract.

E. Non-exclusivity

Nothing contained herein shall preclude the PHA from performing the services set forth in Section B without the assistance of the LHA, it being understood that the duties conferred herein on the LHA are not exclusive.

F. Compensation

The PHA shall compensate the LHA \$5,416.67 per month to a maximum of \$65,000 per annum without further authorization from the PHA.

The LHA shall maintain logs to support all of the services provided pursuant to the agreement. Said logs shall be available for review by the PHA.

Services Rendered by

Mary Jo Grauso, Executive Director

Scott E. Parsons, Assistant Executive Director

Should there be a change in service providers here listed by name, LHA must notify PHA within 10 days. PHA has the right to cancel the contract if this does not occur.

G. Invoicing and Payment

The LHA shall invoice the PHA monthly and include a summary of the services rendered.

H. Term

This Agreement will be in effect from October 1, 2017 through September 30, 2019. Either party may terminate this Agreement at any time upon one hundred twenty (120) days advance written notice to the other party. In such event, LHA shall be entitled to the pro-rated cost of services rendered through the date of termination.

If there is a change to service providers listed in Paragraph F without notice, or for cause, PHA will have the right to terminate this contract without advance notice.

I. No Employee Relationship

LHA employees designated to perform services hereunder shall be deemed to be employees of the LHA and shall not be deemed to be employees of the PHA for any purpose whatsoever.

J. Bond and Insurance

1. Prior to the effective date of the Agreement, LHA shall furnish PHA with a fidelity bond issued by a surety company satisfactory to PHA in the amount of \$1,000,000.00 indemnifying PHA against loss, theft, embezzlement or other fraudulent acts on the part of LHA or its employees. The PHA shall reimburse the LHA for the cost of the fidelity bond.
2. LHA shall carry such Worker's Compensation insurance as is now or may hereafter be required by law as to those persons performing services for PHA pursuant to this Agreement.

K. Indemnification and Liability Insurance

1. PHA shall indemnify, hold harmless and defend LHA against all claims that arise out of or result from its performance of this Agreement, except that PHA shall not indemnify LHA for claims caused by the willful misconduct or gross negligence of LHA or those hired by LHA.
2. PHA at its cost shall obtain an insurance policy for Officers, Directors and Employees covering LHA employees who perform services pursuant to this Agreement in the amount of \$1,000,000.00 or LHA shall be added to the policy of PHA insuring the Directors, Officers and Employees of the LHA.
3. PHA shall continue, in force, liability insurance coverage naming LHA and its Officers, Commissioners, and those employees named in section "F", as additional insured.
4. If PHA refuses or fails to obtain and continue such insurance prior to the effective date of this Agreement it shall be null and void.

L. Interest of Members, Officers or Employees of LHA, Members of Local Governing Body or Other Public Officials

1. No member, officer, or employee of PHA, no member of the governing body of the Municipality of Princeton and no other public official of such localities who exercise any functions or responsibilities with respect to the project programs during their tenure or for one year thereafter, shall have an interest direct or indirect in this contract or the proceeds thereof.
2. LHA 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. LHA 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 PHA and advise of the action that LHA has taken or intends to take to eliminate or neutralize the conflict.

M. Equal Employment Opportunity

During the performance of this contract, LHA agrees as follows:

LHA 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. LHA 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.

In the event of LHA's 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 LHA 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.

N. Limitation on Expenditures

Notwithstanding any of the foregoing provisions, the prior approval of the PHA will be required for any expenditure.

O. 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 obtained from the following representatives of each party:

Chairperson of Princeton Housing Authority
Chairperson of Lakewood Housing Authority

P. Entire Agreement

This agreement constitutes the entire agreement between the parties and no changes shall be valid unless made in writing and executed by the parties.

Q. Copies of this contract shall be provided to the New Jersey Department of Community Affairs and to the Clerk of the Municipality which created the Authority.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by their proper officers.

PRINCETON HOUSING AUTHORITY

By: _____

Attest: _____

Dated: _____

LAKWOOD HOUSING AUTHORITY

By: _____

Attest: _____

Dated: _____