

**INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE EDISON HOUSING AUTHORITY AND THE
HIGHLAND PARK HOUSING AUTHORITY
FOR MANAGEMENT SERVICES**

A. General

This Agreement made on December, 2023 between the Edison Housing Authority and the Highland Park Housing Authority is for the purpose of providing public housing and housing choice voucher management services. This Agreement is made pursuant to the authority in 24 CFR 85.36. This Agreement is also being entered into pursuant to the provisions of the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1, et. seq.

B. Services

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. The services to be provided by the Edison Housing Authority (hereinafter the "EHA") to the Highland Park Housing Authority (hereinafter the "HPHA") include the following:
 - a. The EHA, under the supervision of its Executive Director, Deborah Hurley shall provide the HPHA with management services as more particularly set forth herein. The services provided by the EHA to the HPHA shall include but not be limited to:
 - i. Meeting, consulting with and advising HPHA employees and assigned EHA employees with respect to personnel, management and administrative actions and the day-to-day operations of the HPHA;
 - ii. Serving as Secretary to the HPHA Board of Commissioners and Executive Director of the HPHA and providing all of the services and performing the duties customarily associated therewith;

- iii. Assisting, advising and supervising the existing HPHA staff in carrying out the organizational, supervisory and monitoring functions of the HPHA.
 - iv. Preparing monthly reports to the Board of Commissioners summarizing significant issues which arise at the HPHA, and the hours worked by EHA staff.
 - v. Procurement of Materials, Supplies and Services. The EHA, through its Executive Director or any Qualified Purchasing Officer ~~the EHA may from time-to-time employ~~, shall perform procurement services for materials, supplies and services. In providing said procurement services the EHA may utilize suppliers and providers under contract with either the EHA or the HPHA, provided that the most economical supplier is utilized at all times and that all procurement be in compliance with state and federal laws, rules and regulations. The EHA shall maintain procurement files for all procurement conducted on behalf of the HPHA which shall either pay contractors directly (for contracts to which it is a party) or reimburse the EHA for the costs incurred on its behalf.
 - vi. The EHA shall review the HPHA's inventory control system, make recommendations for appropriate changes, implement such changes as are approved by the HPHA, and monitor inventory control during the term of this Agreement.
 - vii. Administer the HPHA's Section 8 Housing Choice Voucher Program in accordance with the terms set forth in the Schedule of Services attached hereto as Schedule A.
 - viii. Provide monthly pest control treatments to the common areas and treat apartments as needed.
 - ix. Perform UPCS Inspections annually and as needed for required follow up.
- b. In performing the aforesaid duties, the EHA, its agents servants and representatives shall comply with the HPHA's written policies and procedures including but not limited to its Personnel Policy,

Admissions and Continued Occupancy Policy, and the Section 8 Administrative Plan. The EHA shall also comply with all applicable federal and state laws, rules and regulations and shall provide such services in a such a manner as they are customarily performed in a good and workmanlike manner.

- c. The services provided to the HPHA shall be under the direct supervision of Deborah Hurley. At a minimum the following employees shall be assigned to perform duties of the HPHA pursuant to the following minimum schedule [Note that for the purposes hereunder a workday shall run from 9:00 am through 3:00 pm in order to allow employees to perform some tasks at the EHA offices during other hours):

Upper Management:

Deborah Hurley, Executive Director	1 to 2 day
Sarayu Sameera, _Personnel and Administrator	_2_ day

Staff:

<u>Denise Blake , Public Housing</u>	<u>_5_ day</u>
<u>* Kettly Giles , Social Worker</u>	<u>_2_ day</u>
<u>Marc Webb , Dir. Maintenance</u>	<u>_ day</u>
<u>_____</u>	<u>_ day</u>

*Contracted through the Woodbridge Housing Authority

- d. The HPHA operating hours are Monday through Friday from 8:30 am through 4:30 pm. The EHA shall be responsible for assigning its employees to work at the HPHA in accordance with the aforesaid minimum schedule. The Executive Director shall attend the regular, special and emergency meetings of the HPHA and serve as secretary thereto.
 - e. All services provided by the EHA shall be performed in such a way as said services are customarily provided.
- 2. EHA shall provide the HPHA staff and the Board of Commissioners with emergency contact information so that one of the assigned EHA staff

members may be reached for emergencies at all times during the term of this agreement.

3. The EHA shall maintain logs and/or time records to support all of the services provided pursuant to the Agreement. Said logs/time records shall be available for review by the HPHA.
4. It is understood that the EHA shall be responsible for the compensation, insurance and benefits of its employees, as well as for any injury to its employees and their property.
5. The HPHA shall be responsible for the compensation, insurance and benefits of its employees as well as for any injury to its employees and their property.
6.
 - a. An EHA employee will be assigned as the Property Manager for HPHA (the "Property Manager"). The EHA will be responsible for salary and all indirect expenses including but not limited to payroll taxes, pension, workers' compensation and insurance for the Property Manager. The employee selected will be in the complete discretion of the EHA. The Property Manager will serve under the direction of the Executive Director of the EHA to whom he or she will report. The schedule of the Property Manager shall be in accordance with paragraph B1d above. The Property Manager will perform the duties of such position in accordance with all applicable laws and regulations.
 - b. Notwithstanding anything in this Agreement, the EHA may in its complete discretion terminate, layoff or discipline the Property Manager.

C. Non-exclusivity

Nothing contained herein shall preclude the HPHA from performing the services set forth above in Section B(1) without the assistance of the EHA, it being understood that the duties conferred herein on the EHA are not exclusive. However, such performances of services by the HPHA will not diminish the compensation due the EHA per Section D unless agreed by the EHA and the HPHA in advance in writing.

D. Compensation

The HPHA shall compensate the EHA the sum of \$225,292 annually, to be paid monthly at the rate of \$18,774.33 per month for the services rendered herein.

Notwithstanding anything to the foregoing, in the event additional management fees shall become available through a PNC approved budget for the period commencing January 1, 2025, the compensation to the EHA shall be increased by such amount.

E. Invoicing and Payment

The EHA shall invoice the HPHA monthly. The invoice should specify the hours worked by EHA personnel along with a summary of the activities addressed.

F. Term

The parties may bilaterally modify this Agreement in writing at any time. This Agreement will be in effect for two years from January 1, 2024, until 2026. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. In such event EHA shall be entitled to the pro-rated cost of services rendered through the date of termination.

G. No Employee Relationship

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

H. Bond and Insurance

1. Prior to the effective date of the Agreement, EHA shall furnish HPHA with a fidelity bond issued by a surety company satisfactory to HPHA in the amount of \$1,000,000.00 indemnifying HPHA against loss, theft, embezzlement or other fraudulent acts on the part of EHA or its employees. The HPHA shall reimburse the EHA for the cost of the fidelity bond.

2. EHA shall carry such Worker's Compensation insurance as is now or may hereafter be required by law as to those persons performing services for HPHA pursuant to this agreement.

I. No Employee Solicitation or Hiring

During the term of this Agreement and for a period of two (2) years following the expiration or the termination of this Agreement for whatever reason, HPHA will not hire or solicit Deborah Hurley or any other EHA employee to leave the employ of the EHA.

J. Interest of Members, Officers or Employees of EHA, Members of Local Governing Body or Other Public Officials

1. No member, officer, or employee of HPHA, no member of the governing body of the Township of Edison or Highland Park 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. EHA 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. EHA 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 HPHA and advise of the action that EHA has taken or intends to take to eliminate or neutralize the conflict.

K. Records

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

L. Equal Employment Opportunity

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

EHA 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. EHA 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 EHA'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 EHA 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.

M. 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 be obtained from the following representatives of each party:

Chairperson of Highland Park Housing Authority
Chairperson of Edison Housing Authority

N. Contingencies

This contract shall be voidable if disapproved by the United States Department of Housing and Urban Development.

O. Indemnification

The EHA and the HPHA agree to mutually indemnify and hold each other harmless from and against any and all actions, claims, damages and costs directly or indirectly arising out of, or in connection with, the provision of services by the EHA to the HPHA pursuant to this Agreement.

P. Entire Agreement

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

Q. No Assignment; No Waiver

The rights, duties and obligations of this Agreement may not be assigned without either Party's prior written consent and it is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement shall not constitute a waiver of those or any other provisions.

R. No Third-Party Beneficiaries

None of the terms of this Agreement shall be construed to be for the benefit of any third-parties and all rights, entitlements and remedies created by or related to this Agreement are limited to the parties entering into this Agreement.

S. Governing Law; Venue

This Agreement shall be interpreted in accordance with the rights of the Parties hereto and shall be governed by the laws of the State of New Jersey. Any dispute regarding the terms of this Agreement shall be venued in New Jersey Superior Court, Middlesex County.

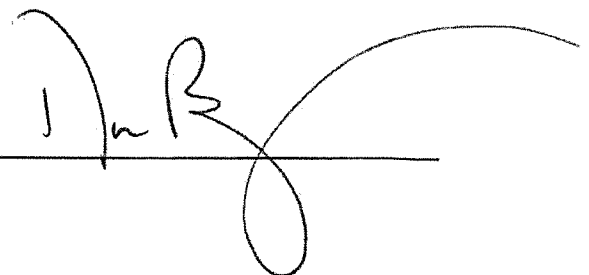
T. Filing

This Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40:65A-4b.

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

HIGHLAND PARK HOUSING AUTHORITY

By: _____



Attest:

Dated: _____

EDISON HOUSING AUTHORITY

Attest:

By:



Deborah M. Hurley, Executive Director

Dated: December 2, 2023

RESOLUTION #3290

**SHARED SERVICES AGREEMENT BETWEEN THE WOODBRIDGE HOUSING AUTHORITY
AND THE EDISON HOUSING AUTHORITY TO PROVIDE SOCIAL WORK SERVICES TO THE
TENANTS AT HIGHLAND PARK HOUSING AUTHORITY FOR THE PERIOD OF 1/1/24
THROUGH 12/31/25 AT THE RATE OF \$2,083.33 PER MONTH**

WHEREAS, the Woodbridge Housing Authority (WHA) is desirous of entering into a shared services agreement with Edison Housing Authority; and

WHEREAS, the WHA would provide to the Edison Housing Authority social work services for the tenants of Highland Park Housing Authority; and

WHEREAS, this agreement shall be for a period of two (2) years from January 1, 2024 through December 31, 2025 at the rate of \$2,083.33 per month; and

WHEREAS, this agreement does not bind either party to provide or accept said services and can be cancelled within 30 days' notice by either party; and

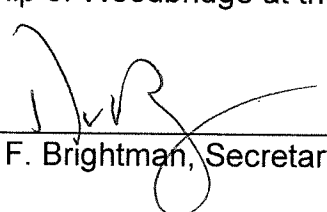
WHEREAS, the Edison Housing Authority shall indemnify and hold the Woodbridge Housing Authority harmless against any and all losses, claims or damages.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the WHA that the Executive Director is hereby authorized to execute this attached agreement with the Edison Housing Authority for Social Services to the tenants of the Highland Park Housing Authority.

Motion to adopt Resolution #3290 moved by Commissioner Perez and seconded by Commissioner Walker and upon roll call the vote was as follows:

ROLL CALL: Agarwal Kenny Michelson Perez Pires Walker Ficarra
AYES: Agarwal Kenny Michelson Perez Pires Walker
NAYS: None
Abstain: None
Absent: Ficarra

I hereby certify that the above is a true and exact copy of the Resolution adopted by the Board of Commissioners of the Housing Authority of the Township of Woodbridge at their Regular Meeting of December 11, 2023.



Donna F. Brightman, Secretary

Approved as to legal form by
Terrence Corrison, Esq.

**INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE EDISON HOUSING AUTHORITY AND THE
WOODBRIIDGE HOUSING AUTHORITY
FOR SERVICES OF A SOCIAL WORKER**

A. General

This Agreement made on 1-1-24, 2023 between the Edison Housing Authority and the Woodbridge Housing Authority is for providing services of a social work to serve the participants in the Highland Park Housing Authority's Housing Choice Voucher program. This Agreement is made pursuant to the authority in 2 CFR 200. This Agreement is also being entered into pursuant to the provisions of the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1, *et. seq.*

B. Services

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. The services to be provided by the Woodbridge Housing Authority (hereinafter the "WHA") to the Edison Housing Authority (hereinafter the "EHA") include the following:
 - a. The WHA, under the supervision of its Executive Director, Donna Brightman shall provide the EHA with the services of a licensed social worker for the Highland Park Housing Authority (hereinafter the "HPHA") as more particularly set forth herein. The services provided by the WHA to the EHA on behalf of the HPHA shall include but not be limited to:
 - i. Meeting, consulting with and assisting HPHA Housing Choice Voucher (hereinafter "HCV") participants to perform the customary services of a licensed social worker.
 - ii. Assisting, advising and working with EHA staff with respect to their interaction with HPHA HCV participants, as needed.
 - iii. Preparing monthly reports to the Board of Commissioners of the HPHA summarizing the services and assistance provided by the social worker.

However, such performances of services by the EHA will not diminish the compensation due the WHA per Section D unless agreed to by the EHA and the WHA in advance in writing.

D. Compensation

The HPHA shall compensate the EHA the sum of \$25,000.00 annually, to be paid monthly at the rate of \$2083.33 per month for the services rendered herein.

E. Invoicing and Payment

The WHA shall invoice the EHA monthly. The invoice should specify the hours worked by WHA personnel along with a summary of the activities addressed.

F. Term

The parties may bilaterally modify this Agreement in writing at any time. This Agreement will be in effect for two years from January 1, 2024, until December 31, 2026. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. In such event, WHA shall be entitled to the pro-rated cost of services rendered through the date of termination.

G. No Employee Relationship

The WHA employee designated to perform services hereunder shall be deemed an employee of the WHA and shall not be deemed an employee of the EHA or the HPHA for any purpose whatsoever.

H. Bond and Insurance

WHA shall carry such Worker's Compensation insurance as is now or may hereafter be required by law as to those persons performing services for EHA pursuant to this agreement.

I. Interest of Members, Officers or Employees of EHA, Members of Local Governing Body or Other Public Officials

1. No member, officer, or employee of EHA or WHA, no member of the governing body of the Township of Edison or Woodbridge 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. WHA 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. WHA 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 EHA and advise of the action that WHA has taken or intends to take to eliminate or neutralize the conflict.

J. Records

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

K. Equal Employment Opportunity

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

EHA 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. EHA 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 WHA'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 WHA 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.

L. 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 be obtained from the following representatives of each party:

Chairperson of Woodbridge Housing Authority
Chairperson of Edison Housing Authority

M. Contingencies

This contract shall be voidable if disapproved by the United States Department of Housing and Urban Development.

N. Indemnification

The EHA and the WHA agree to mutually indemnify and hold each other harmless from and against any and all actions, claims, damages and costs directly or indirectly arising out of, or in connection with, the provision of services by the EHA to the WHA pursuant to this Agreement.

O. 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.

P. No Assignment; No Waiver

The rights, duties and obligations of this Agreement may not be assigned without either Party's prior written consent and it is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement shall not constitute a waiver of those or any other provisions.

Q. No Third-Party Beneficiaries

None of the terms of this Agreement shall be construed to be for the benefit of any third-parties and all rights, entitlements and remedies created by or related to this Agreement are limited to the parties entering into this Agreement.

R. Governing Law; Venue

This Agreement shall be interpreted in accordance with the rights of the Parties hereto and shall be governed by the laws of the State of New Jersey. Any dispute

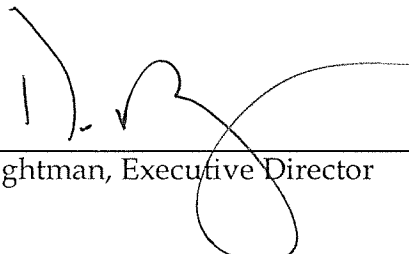
regarding the terms of this Agreement shall be venued in New Jersey Superior Court, Middlesex County.

S. Filing

This Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40:65A-4b.

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

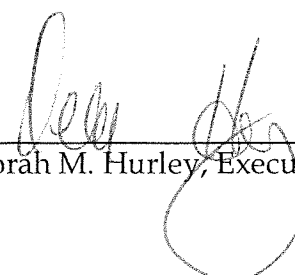
WOODBIDGE HOUSING AUTHORITY

By: 
Donna Brightman, Executive Director

Attest:

Dated: 12/12/23

EDISON HOUSING AUTHORITY

By: 
Deborah M. Hurley, Executive Director

Attest:

Dated: 12/14/23