

CITY COUNCIL OF EAST ORANGE

CITY CLERK'S OFFICE
EAST ORANGE, N.J.

RESOLUTION
No. 1 270

Resolution offered by Council Member GOMEZ

RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT AND MEMORANDUM OF UNDERSTANDING WITH HABITAT FOR HUMANITY OF GREATER NEWARK (HFHGN)

WHEREAS, the City wishes to enter into an agreement with HFHGN to promote, market, and complete a pilot Neighborhood Revitalization Critical Home Repair Program for income eligible East Orange residents; and

WHEREAS, the City is in possession of CDBG funds of up to \$450,000 for said Project which was left from several balances from several years; and

WHEREAS, HFHGN will be responsible for retaining all client files, developing scopes of work to be completed, code violations and health and safety issues in the homes of income eligible City of East Orange residents; and

WHEREAS, HFHGN will also manage the permitting and complete critical repair construction process from inception to completion. Manage all subcontractors, ensuring that proper license and insurances are maintained. Provide the City with regular progress reports and final reports on each unit completed including photos and final cost reports; and

WHEREAS, this agreement shall be in effect for twelve (12) months from the date of this agreement or until funding has been exhausted.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Governing Body of the City of East Orange that the Director of Planning, Policy and Redevelopment is authorized to execute the contract with HFHGN as attached or amended by the Office of Corporation Counsel in substantial form.

CITY CLERK EAST ORANGE, NJ
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION NO. 1-270-19 ADOPTED BY THE CITY COUNCIL OF EAST ORANGE AT ITS MEETING HELD ON AUGUST 13, 2019

Council Member	AYE	NAY	N.V.	A.B.
GOMEZ	X			
BRENT	X			
JOHNSON	X			
LENEUS	X			
GARRETT-WARD	X			

Council Member	AYE	NAY	N.V.	A.B.
HOLMAN	X			
LEWIS				X
AWE	X			
TALMADGE	X			
JAMES				X

Indicates Vote A.B. - Absent
X on Veto - ✓ To Sustain

N.V - Not Voting (Abstained or Excused)
✓ To Over-Ride

VOTES REQUIRED _____

Approved as to:
Factual Contents

Department Head

Appropriation

Comptroller

Form and Legality

Counsel

Tabled

Removed from Table

Presented to Mayor

Adopted

2019

Approved

Vice City Council Chair

Vetoed

City Clerk

Mayor

Entered on Council Minutes, Page

Service Contract and Memorandum of Understanding

The following MOU is entered into between

ORG NAME:	<u>City Of East Orange</u>	<u>Habitat for Humanity of Greater Newark, Inc</u>
ADDRESS:	44 City Hall Plaza	58 Park Place 4 th Floor
CITY STATE ZIP:	East Orange, NJ 07018	Newark, NJ 07102
PRIMARY CONTACT:	Greg Good	Jeff Farrell
TITLE:	Mgr. Economic Development	CEO

The City of East Orange, New Jersey ("The City") hereby enters into an agreement on this 8th day of August 2019, with Habitat for Humanity of Greater Newark (HFHGN) to promote, market, and complete a pilot Neighborhood Revitalization Critical Home Repair Program for income eligible East Orange residents.

The services and responsibilities outlined below are to promote and support the completion of critical home repairs for low and moderate income homeowners and residents of the City of East Orange.

A. Services and Responsibilities: *The City agrees to:*

- Provide Habitat for Humanity with referrals when feasible
- Provide CDBG funds up to \$450,000 for said Project. Fund all construction costs (up to \$37,500 per unit) and \$450,000 overall, per processes detailed in Section B below.

B. Services and Responsibilities: *Habitat for Humanity agrees to:*

- Oversee homeowner eligibility review and critical repair construction assessment for income eligible City of East Orange residents.
- HFHGN will be responsible for retaining all client files with copies to the City.
- Develop Scope of Work that details the construction work to be completed to address critical repairs, code violations and health and safety issues in the homes of income eligible City of East Orange residents
- Manage the permitting and complete critical repair construction process from inception to completion
- Provide the City with regular progress reports and updates on each project.
- Provide the City with final reports on each unit completed including photos and final cost report.
- Manage all subcontractors and ensure that proper license and insurances are maintained.

C. Payment

- Upon completion and City approval of the initial critical repair scope of work, The City will provide HFHGN with an initial payment of fifty percent (50%) of the total, approved contract amount; Upon City-certified completion of the project, The City will provide HFHGN with an additional forty percent (40%) of the total approved contract amount; and, upon City-certified final homeowner eligibility confirmation project closeout and final report, The City will provide HFHGN with a final ten percent (10%) of the total approved contract amount. Such total amount shall not exceed \$37,500 without the express written approval of the City

➤

D. Terms and Conditions of this Agreement

- This agreement shall be in effect for twelve-months from the date of this agreement or until funding have been exhausted.
- Either party may terminate this agreement upon two month's written notice to the other party. This Agreement and the obligations of the Parties under this Agreement shall terminate upon payment of any outstanding balances earned and due and the receipt of written notification of either Party's dissolution or insolvency.

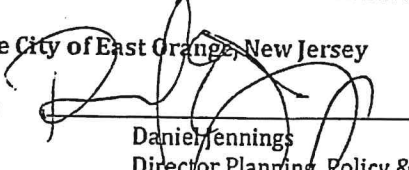
- This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties hereto within the duration of this Agreement.

E. Indemnity Clause

The Parties agree, at all times, to indemnify one another and hold one another harmless, including officers, employees or agents, from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officers, employees, or agents of either Party while acting within the scope of their duties or employment.

In witness whereof, the respective parties understand and agree to carry out the services and responsibilities contained in the aforementioned contractual agreement consisting of three pages.

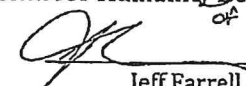
The City of East Orange, New Jersey

By: 

Daniel Jennings
Director Planning, Policy & Redevelopment

10/27/19
Date

Habitat for Humanity De Don Pedro
OF GREATER NEWARK, INC.

By: 

Jeff Farrell
CEO
FOR HFHGN, INC.

8/27/19
Date