

1)
copies of all contracts in effect with John Clarke and/or Sunbelt Industries, Inc.

See attached.

MANAGEMENT CONSULTING SERVICES CONTRACT

THIS AGREEMENT made on August 12, 2022, by and between the **HOUSING AUTHORITY AND URBAN REDEVELOPMENT AGENCY OF THE CITY OF ATLANTIC CITY**, 227 North Vermont Avenue, Atlantic City, New Jersey 08401 (hereinafter called the "HOUSING AUTHORITY") and **SUNBELT INDUSTRIES, INC.**, 900 Easton Avenue, Ste 26 #169, Somerset, New Jersey 08873 (hereinafter called the "CONSULTANT").

WITNESSETH, that the Housing Authority and the Consultant, for the consideration stated herein, agree as follows:

ARTICLE 1: Scope of Services. The Consultant shall provide the full range of services identified in the Housing Authority's July 1, 2022 Request for Proposals (RFP) for Management Consulting Services and the Consultant's proposal submitted on July 25, 2022. These services shall pertain to all of the Housing Authority's programs (including Public Housing, Capital Fund, Section 8 Housing Choice Voucher, Home Ownership, redevelopment, and resident services programs) and shall specifically include, but not be limited to, the following:

- (a) Provide advice, training and guidance to the Board on corporate governance matters, policies, and any other Board matters;
- (b) Provide workplace training services to employees as requested by and within the parameters established by the Board. These services may pertain to topics such as leadership and workplace conflict resolution and may be provided through individual and/or group sessions;
- (c) Provide oversight of employees as requested by and within the parameters established by the Board. These services may be provided through file reviews, individual or group meetings with employees, and/or "shadowing" employees;
- (d) Provide routine and regular reports to the Board regarding the status of all assignments and services provided;
- (e) Conduct initial meeting(s) and review to determine the current status of all ACHA programs and operations, and the full scope of requirements to accomplish all tasks;
- (f) Assist the Board and staff with the management and maintenance of the ACHA's affordable housing inventory;
- (g) Assist the staff with administrative functions to facilitate and improve the operation and management of all ACHA programs;
- (h) Provide recommendations to the Board regarding updates to plans and policies to improve the ACHA's operations;
- (i) Review the functions of all staff and contractors and provide recommendations to the Board to improve the ACHA's operations;

- (j) Provide recommendations to the Board regarding the management of all ACHA programs to improve the ACHA's operations;
- (k) Collaborate with staff and legal counsel to timely prepare and issue a package for all meetings of the ACHA Board of Commissioners;
- (l) Collaborate with staff to prepare and submit all ACHA budgets, annual plans, and five (5) year plans;
- (m) Collaborate with staff and the Accountant to prepare all monthly reports for submission to HUD and the State of Jersey;
- (n) Collaborate with staff to prepare all materials required under HUD Zero Threshold for legal review and subsequent submission to HUD and the Board;
- (o) Interface with HUD representatives on all HUD Zero Threshold matters;
- (p) Collaborate with staff and legal counsel on all pending actions;
- (q) Participate in collective bargaining negotiations with the ACHA's three (3) unions -- American Federation of State, County and Municipal Employees ("AFSCME"); Local 2303D, Communications Workers of America ("CWA") Local 1038; and Security, Police and Fire Professionals of America ("SPFPA") Local 506;
- (r) Provide Interim Executive Director services as requested by the Board;
- (s) Provide Interim Executive Director and/or Executive Director search services as requested by the Board; and
- (t) Provide any other management consulting services or other related services requested by the Board.

Services shall be provided in a competent and professional manner, in accordance with prevailing professional standards and applicable Federal, State, and Local statutes, rules, regulations, ordinances, orders, and codes. The Housing Authority shall be entitled to a satisfactory performance of all Services and to full and prompt cooperation by the Consultant in all aspects of the Services. The Consultant shall be responsible for all damages arising out of or resulting from the Consultant's performance under this Contract.

The provider of services to the Authority under this Agreement is hereby designated as John Clarke, the Consultant's President and CEO. The Consultant shall not allow any other individual to provide services under this Agreement without the prior written authorization of the ACHA Board Chairperson and HUD.

ARTICLE 2: Qualifications. The Consultant represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein in a competent and professional manner.

ARTICLE 3: Agreement Term. This Agreement shall be in effect for the one-year period commencing August 12, 2022 and ending August 11, 2023.

ARTICLE 4: Compensation. The Consultant's compensation for the services provided according to the terms of this Agreement shall be **One Hundred Twenty Five and 00/100 Dollars (\$125.00) per hour**. The Consultant shall submit detailed invoices to the Housing Authority which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Housing Authority's Chairperson.

ARTICLE 5: Insurance. The Consultant shall obtain and maintain adequate insurance coverage throughout the term of this Agreement, which shall meet the following minimum requirements:

- (a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws.
- (b) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy.
- (c) Professional Liability Insurance: must include but not be limited to errors and omissions and must be in an amount not less than \$1,000,000.00 per claim and in the aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The Housing Authority shall be notified in writing at least thirty (30) days prior to any change in or cancellation of insurance coverage.

ARTICLE 6: Indemnification. The Consultant shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, and employees from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Consultant's performance under this Contract.

ARTICLE 7: Subcontracting. The Consultant shall be solely responsible for the performance of this Agreement. The use of a Subcontractor, except as approved in writing by the Housing Authority's Chairperson, shall be prohibited. Approval of a subcontractor shall be granted in the Housing Authority's sole discretion. Substitution of a subcontractor without the Housing Authority's written approval is prohibited. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement.

ARTICLE 8: Independent Contractor Relationship. The Consultant is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control.

ARTICLE 9: Termination for Convenience. The Housing Authority may terminate this Agreement, in whole or in part, by delivering to the Consultant written notice four (4) weeks prior to any effective termination date. The Notice of Termination shall specify: 1) that the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Consultant for services rendered through the date of termination.

ARTICLE 10: Termination by Default. This Contract may be terminated if there has been a material default in the performance or observance of any term or condition herein by the Consultant. The failure to perform any of the following shall constitute an event of default: 1) failure to satisfactorily and timely perform any or all of the services specified herein; 2) discontinuation of services without authorization or justification; 3) failure to maintain adequate insurance coverage; 4) failure to comply with applicable legal requirements; and 5) suspension from participation in any federal or state government programs. The Housing Authority may, in its discretion, elect not to declare a default or to terminate the contract, but such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall Consultant be relieved of any of its responsibilities, duties or obligations under this Contract.

ARTICLE 11: Prevailing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement, or the services provided hereunder must be brought in the Superior Court of New Jersey, Atlantic County.

ARTICLE 12: Non-Debarment. By execution of this Agreement, the Consultant certifies that it is not currently debarred by the Federal government, including the U.S. Department of Housing and Urban Development or any other Federal agency, the State of New Jersey, or any State agency.

ARTICLE 13: Non-Disclosure. The Consultant acknowledges and agrees that by entering into this Agreement, the Consultant, including any of its employees or agents, are entering into a relationship of trust and confidence with the Housing Authority. For the purposes of this clause, "Confidential Information" shall include, but not be limited to, any materials, data, transactions of all forms, financial information, documentation, addresses, contacts, inventions, designs and business methods and techniques, methods of presentation, programs, and all other information about the Housing Authority's business that is not known to the public. Consultant shall not use or disclose to any third-party any Confidential Information about the Housing Authority or any of the Housing Authority's employees, residents, vendors, systems and/or services, learned as a result of this Agreement or in the course of performing any of the Services. During the term of this Agreement, and after the termination/conclusion of Consultant's services

for any reason, Consultant covenants and agrees that it shall maintain all work product strictly confidential and will not, directly or indirectly, disclose or communicate to any person or entity or otherwise any Confidential Information in whole or in part for any purpose other than disclosures which are 1) for the direct benefit of the Housing Authority; and 2) are previously approved in writing by the Housing Authority prior to any such disclosure. Upon the termination/conclusion of Consultant's services with the Housing Authority, Consultant shall promptly return to the Housing Authority all documents, records, notebooks, manuals, disks, software, hardware and other information of the Housing Authority.

ARTICLE 14: Non-Discrimination. Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 15: Conflicts of Interest. The Consultant represents that it does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

ARTICLE 16: Assignment. The Consultant shall not assign, transfer, convey, or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

ARTICLE 17: Severability. If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 18: Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

ARTICLE 19: Integration. This Agreement and the Housing Authority's Request for Proposals shall constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

ARTICLE 20: Subsequent Modification. This Agreement may not be changed or modified except by written agreement specifically referencing this Agreement and executed by each of the parties hereto.

ARTICLE 21: Effect of Headings and Titles. The headings and titles used in this Agreement are solely for convenience of reference and shall not affect its interpretation or construction.

ARTICLE 22: No Interpretation Against Draftsman. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first written above.

**HOUSING AUTHORITY AND URBAN
REDEVELOPMENT AGENCY OF THE CITY OF
ATLANTIC CITY**

Dated: _____

Stephanie Marshall, Chairperson
Board of Commissioners

SUNBELT INDUSTRIES, INC.

Dated: 8/12/22

John Clarke, President and CEO

2)

copies of all advertisements/notices posted for the Interim Executive Director position

None. The Housing Authority & Urban Redevelopment Agency of the City of Atlantic City did not directly advertise for this position. The position advertised was for Management and Consulting Services. See attached for the advertisement for Management and Consulting Services.

Advertisement for
Proposals for Management Consulting Services

THE HOUSING AUTHORITY AND URBAN REDEVELOPMENT
AGENCY OF THE CITY OF ATLANTIC CITY

Proposals for Management Consulting Services will be received by the Housing Authority of the City of Atlantic City ("Housing Authority") at 1125 Atlantic Avenue, 3rd Floor, Atlantic City, New Jersey 08401 until **July 26, 2022 at 11:00 a.m.**

The Request for Proposals ("RFP") documents can be obtained via electronic mail to Housing Authority General Counsel Rebecca Lafferty at rlafferty@cooperlevenson.com.

All proposals shall be submitted in a sealed envelope, labeled "Proposal for Management Consulting Services" and including the respondent's company name and return address. Respondents must ensure that their proposal is received at the address and by the deadline specified above. Proposals received after the deadline for any reason shall not be considered and will be returned to the sender.

All responses submitted are subject to these instructions and to the Instructions to Offerors, Non-Construction form HUD-5369-B. The failure to abide by these instructions in any way, including but not limited to the failure to submit all required documentation, may lead to the proposal being rejected as non-responsive.

The Housing Authority reserves the right to reject any and all proposals and/or to waive any informality in the responses. No proposals may be withdrawn within sixty (60) days after the submission deadline.

In accordance with the criteria included in the RFP, the contract shall be awarded to the respondent who submits the proposal most advantageous to the Housing Authority, cost and other factors considered. The successful respondent will be required to execute the Housing Authority's contract within seven (7) days of receiving the notice of award.

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

AFFIDAVIT OF PUBLICATION

Publisher's Fee \$43.88 Affidavit \$30.00

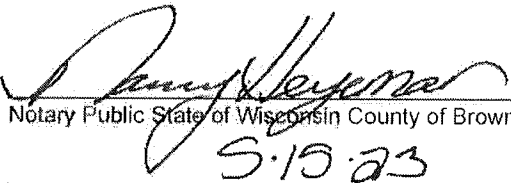
STATE OF NEW JERSEY

Camden County

Personally appeared 

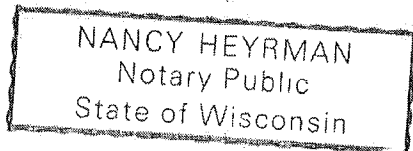
Of the **Courier Post**, a newspaper printed in Cherry Hill, New Jersey and published in Cherry Hill, in said County and State, and of general circulation in said county, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue dated as follows:

07/01/2022 A.D 2022


Notary Public State of Wisconsin County of Brown
5.15.23

My commission expires

Ad Number: 0005320242



Advertisement for
Proposals for Management Con-
sulting Services

THE HOUSING AUTHORITY AND
URBAN REDEVELOPMENT AGEN-
CY OF THE CITY OF ATLANTIC
CITY

Proposals for Management Con-
sulting Services will be received
by the Housing Authority of the
City of Atlantic City ("Housing
Authority") at 1125 Atlantic
Avenue, 3rd Floor, Atlantic City,
New Jersey 08401 until July 26,
2022 at 11:00 a.m.

The Request for Proposals ("RF-
P") documents can be obtained
via electronic mail to Housing
Authority General Counsel Re-
becca Lafferty at [rlafferty@coo-
perlevenson.com](mailto:rlafferty@coo-
perlevenson.com).

All proposals shall be submitted
in a sealed envelope, labeled "P-
roposal for Management Con-
sulting Services" and including
the respondent's company name
and return address. Respond-
ents must ensure that their pro-
posal is received at the address
and by the deadline specified
above. Proposals received after
the deadline for any reason
shall not be considered and will
be returned to the sender.

All responses submitted are sub-
ject to these instructions and to
the Instructions to Offerors,
Non-Construction form HUD-
5369-B. The failure to abide by
these instructions in any way, in-
cluding but not limited to the
failure to submit all required
documentation, may lead to the
proposal being rejected as non-
responsive.

The Housing Authority reserves
the right to reject any and all
proposals and/or to waive any
informality in the responses. No
proposals may be withdrawn
within sixty (60) days after the
submission deadline.

In accordance with the criteria
included in the RFP, the contract
shall be awarded to the re-
spondent who submits the pro-
posal most advantageous to the
Housing Authority, cost and oth-
er factors considered. The suc-
cessful respondent will be re-
quired to execute the Housing
Authority's contract within
seven (7) days of receiving the
notice of award.

This RFP is being issued pursuant
to a fair and open process in ac-
cordance with N.J.S.A. 19:44A-
20.4 et seq.
(\$43.88)

THE PRESS OF ATLANTIC CITY

1000 W. Washington Ave, Pleasantville, NJ 08232

Account Number

8003324

Date

July 01, 2022

THE COOPER LEVENSON
1125 ATLANTIC AVE 3RD FLOOR
ATLANTIC CITY, NJ 08401

Newspaper reference: 0000189644

Date	Category	Description	Ad Size	Total Cost
07/01/2022	Legal Notices	Advertisement for Proposals for Management Consulting Servi	2 x 43.00 CL	60.40

Certification Proof of Publication

Sandy Reed of lawful age, acting in his/her capacity as an employee of The Press of Atlantic City, a daily newspaper printed and published c/o 1000 West Washington Avenue, Pleasantville, New Jersey 08232, and distributed in the following counties: Atlantic, Camden, Cape May, Cumberland, Gloucester, and Ocean and mailed to various parts of the State of New Jersey, the United States, and foreign countries, does hereby certify that the Notice this Certification was published in The Press of Atlantic City on :

07/01/2022

All interested parties may rely upon the representations contained herein limited solely to the authenticity of the Notice accompanying this Certification to be an accurate reproduction of the same and the date upon which it was published.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: 7/1/2022

Sandy Reed

Sandy Reed

ADVERTISEMENT FOR PROPOSALS FOR MANAGEMENT CONSULTING SERVICES

THE HOUSING AUTHORITY AND URBAN REDEVELOPMENT AGENCY OF THE CITY OF ATLANTIC CITY

Proposals for Management Consulting Services will be received by the Housing Authority of the City of Atlantic City ("Housing Authority") at 1125 Atlantic Avenue, 3rd Floor, Atlantic City, New Jersey 08401 until July 26, 2022 at 11:00 a.m.

The Request for Proposals ("RFP") documents can be obtained via electronic mail to Housing Authority General Counsel Rebecca Lafferty at rlafferty@cooperlevenson.com.

All proposals shall be submitted in a sealed envelope, labeled "Proposal for Management Consulting Services" and including the respondent's company name and return address. Respondents must ensure that their proposal is received at the address and by the deadline specified above. Proposals received after the deadline for any reason shall not be considered and will be returned to the sender.

All responses submitted are subject to these instructions and to the Instructions to Offerors, Non-Construction form HUD-5369-B. The failure to abide by these instructions in any way, including but not limited to the failure to submit all required documentation, may lead to the proposal being rejected as non-responsive.

The Housing Authority reserves the right to reject any and all proposals and/or to waive any informality in the responses. No proposals may be withdrawn within sixty (60) days after the submission deadline.

In accordance with the criteria included in the RFP, the contract shall be awarded to the respondent who submits the proposal most advantageous to the Housing Authority, cost and other factors considered. The successful respondent will be required to execute the Housing Authority's contract within seven (7) days of receiving the notice of award.

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Printer Fee: \$24.40
Pub Date: July 1, 2022

Order #: 0000189644

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

3)

copies of all applications and resumes received from candidates for the Interim ED position

None. The Housing Authority & Urban Redevelopment Agency of the City of Atlantic City did not receive applications and resumes for this position. A response to the RFP for Management and Consulting Services was received. See attached response to the RFP for Management and Consulting Services.

SUNBELT INDUSTRIES INC.

"Building Better Futures, One Job at a Time"

(sunbelt.inc@comcast.net)

July 25, 2022

Housing Authority of Atlantic City
1125 Atlantic Avenue, 3rd Floor
Atlantic City, NJ 08401

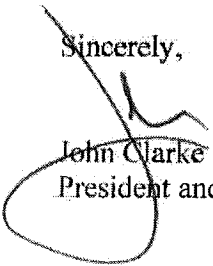
Subject: Proposal for Management Consulting Services

This letter and the attached PROPOSAL SUBMISSION PACKAGE shall act as my response to the RFP for Management Consulting Services for the Housing Authority of Atlantic City. I am responding to this RFP as a consultant, operating through Sunbelt Industries Inc. an S-Corp which I own and have operated since 1994.

I have completed all sections of the RFP response package and provided all documents and certifications requested.

Should you need anything else on this matter, please feel free to contact me directly by email at sunbelt.inc@comcast.net or by phone at 732-485-4530.

Sincerely,



John Clarke
President and CEO

EXECUTIVE SUMMARY

Sunbelt Industries Inc. (Sunbelt) has been providing consulting and development services since 1994. During that time, Sunbelt has worked for public agencies, non-profits and private companies and has completed program assessments, training, provided Interim (and Acting) Executive Director services and a wide range of other housing and redevelopment consulting services. Sunbelt is a New Jersey S-Corp that from time-to-time partners with associates to complete assigned tasks, staff and Board trainings, etc. Sunbelt is committed to provide quality services in a timely manner and we pride ourselves on being available to clients whenever they need our services.

We have attached copies John Clarke's Bio and Robert DiVincent's resume that detail each of their qualifications.

COMPANY PROFILE

Sunbelt Industries Inc. (Sunbelt) has provided housing, redevelopment, design and trainings services to public authorities, non-profits and private companies for over 27 years. John Clarke is the President and CEO and 100% owner of the company and Gabrielle Clarke is the company's CFO. Sunbelt partners with associates from time to time, to provide expanded services, training and assessments, and to assist with drafting of revised policies and procedures.

John Clarke has worked in the affordable housing and redevelopment industry for over 28 years. He began his career working at the State of NJ Commerce Department and then worked at National State Bank, managing a portfolio of large developments around the country. For the last 22 years Mr. Clarke has served as Executive Director of a Housing Authority and a large Redevelopment Agency managing everything from HOPE VI projects to RAD conversions and the construction of new schools and building hundreds of affordable and market rate housing developments over the past 22 years. As an instructor for Rutgers Center for Government Services, Mr. Clarke does board training on Governance, Team Buildings and Short Term and Long Term Planning for Housing and Redevelopment Agencies. For the past 8 years he has been an adjunct instructor at Rutgers Center for Government Services doing certification trainings for Commissioners and Executive Directors on Ethics, Skills for Commissioners, PHAS & SEMAP, Procurement and Maintenance Operations. Mr. Clarke has completed updates on the following policies for Housing Authority's: Personnel Manual and Employee Policies, ACOP and ADMIN Policies, Procurement Policy, Tenant Leases, Internal Control and Financial Operations Policies, Maintenance Plans, Short-Term and Long-Term Agency Plans, HUD Annual and 5 Year Plans, Corrective Action Plan, HUD Recovery Plan as well as a number of compliance agreements. All of the above as well as his experience with managing the daily operations at housing and redevelopment agencies make him uniquely qualified for the tasks of providing management consulting services for the Housing Authority of Atlantic City. Attached you will find copies of Mr. Clarke's Fairleigh Dickinson University Diploma (BS in Business 1990), his bio., his Rutgers Training Transcript and his DCA Certification as an Executive Director for Public Housing Authority.

We have also attached the resume of Robert DiVincent, who will be working as an associated through Sunbelt to provide consulting services, trainings and assessments, and work with me on policy revisions and trainings.

MANAGEMENT CONSULTING SERVICES

Sunbelt will provide advice, training and guidance to the Board on corporate governance matters, policies, and complete any other tasks assigned by the Board.

Sunbelt will also provide workplace trainings to employees as requested by the Board. These may include leaderships and workplace conflict resolution training and may also provide trainings individually and in group settings.

Sunbelt will provide oversight of employees services through file reviews, individual group sessions and may also do work shadowing to assess employees work loads and job performances.

Sunbelt will provide routine and regular reports to the Board regarding the status of all assignments and services provided.

If awarded the contract, Sunbelt will conduct initial meetings and reviews to determine the current status of all ACHA's programs and operations and to create a scope of services to address all areas in need of updates and/or corrective actions.

Sunbelt will assist the Board and staff with management and maintenance of the ACHA's affordable housing inventory.

Sunbelt will assist the staff with administrative functions to facilitate and improve the operation and management of all ACHA programs.

Sunbelt will provide recommendations to the Board regarding updates to plans, policies, and systems to improve the efficiency of programs and operations.

Sunbelt will review functions of all staff and contractors and provide recommendations to the Board to improve the ACHA programs.

Sunbelt will provide recommendations to the Board regarding management of all ACHA programs to improve ACHA operations.

Sunbelt will collaborate with staff and legal counsel to timely prepare and issue a package for all meetings of the Board of Commissioners.

Sunbelt will collaborate with staff to prepare and submit all ACHA budgets, annual plans, and five year plans.

Sunbelt will collaborate with staff and accountant to prepare all monthly reports for submission to HUD and the State of New Jersey.

Sunbelt will collaborate with staff to prepare all materials required under HUD Zero Threshold for legal review and subsequent submission to HUD and the Board.

Sunbelt will interface with HUD representatives on all HUD Zero Threshold matters.

Sunbelt will collaborate with staff and legal counsel on all pending legal matters.

Sunbelt will participate in collective bargaining negotiations with ACHA's three unions as requested by the Board.

Sunbelt will provide Interim Executive Director services as requested by the Board.

Sunbelt will provide Interim Executive and/or Executive Director search services as requested by the Board.

Sunbelt will also provide any other management consulting services or other related services requested by the Board.

If awarded, Sunbelt plans to provide management and consulting services between 20 and 35 hours a week (on-site and/or off-site) at a blended hourly rate of \$125.00 dollars per hour (billed on a monthly basis).

REFERENCES

John Mahon
Executive Director
Bayonne Housing Authority
549 Avenue A
Bayonne, NJ 07002
Phone: 201-339-8700

Sherry Sims, Executive Director
Boonton Housing Authority
125 Chestnut Street
Boonton, NJ 07005
Phone: 973-335-0846

Jelani Garrett
Trenton Housing Authority
875 New Willow Street
Trenton, NJ 08638
Phone: 609-278-5000

Tim Kaiser, Executive Director
PHADA
511 Capitol Court, NE
Washington, DC 20002
Phone: 202-546-4381

Willie Hunter Sr. , Executive Director
The Parking Authority of the City of Camden
10 Delaware Avenue
Camden, NJ 08103
Phone: 856-757-9300

Jose Montes, CEO
PRAB
90 Jersey Ave
New Brunswick, NJ 08901
Phone: 732-828-4510

George Zoffinger, Principle
Constellation Capital Corp
120 Albany Street Plaza
New Brunswick, NJ 08901
Phone: 732-483-4074

PROPOSED COSTS

See attached FEE FOR SERVICES form that proposed a blended rate of \$125.00 dollars per hour. Sunbelt is proposing to provide 20 to 35 hours per week of service (on-site and/or off site).

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

FEE PROPOSAL FORM

In submitting this Proposal, the undersigned agrees and certifies:

- To hold the Proposal open for a period of sixty (60) days after the due date.
- If awarded a contract, to execute the Housing Authority's contract within seven (7) days of the contract award.
- To perform all work in accordance with the Request for Proposals and the Contract.
- To timely complete all work authorized by the Housing Authority.

\$125.00 – Hourly rate for management consulting services

If the respondent intends to use a team to provide the requested services, attach a schedule of hourly rates for all categories of staff who will be assigned to perform services to the Housing Authority if a contract is awarded.

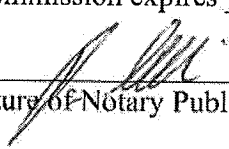
The respondent certifies that the above Proposal: (1) was made in good faith following a complete examination of the Request for Proposals, all attached and referenced documents, and the existing site conditions; and (2) includes the cost of all materials, equipment, labor, and insurance required for the successful completion of the services. The respondent understands that there shall be no additional cost to the Housing Authority arising from any of the foregoing items.



Signature of Respondent's Agent

Subscribed and sworn to before me
This 22 day of July, 20 22

Notary Public of New Jersey
My commission expires _____



Signature of Notary Public

PAOLO CERRI Notary Public State of New Jersey My Commission Expires Oct. 12, 2023

REQUIRED DOCUMENTS

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

PROPOSAL CHECKLIST

Completion and/or submission of the following items is mandatory:

<u>Item</u>	<u>Read, Initialed and Submitted</u>
Original and Three Copies of Entire Proposal	✓
Support for Qualifications	✓
Support for Evaluation Factors	✓
Acknowledgement of Addenda	✓
Fee Proposal Form	✓
Certification of Non-Debarment	✓
Non-Collusion Affidavit	✓
Statement of Ownership	✓
Affirmative Action Compliance Notice	✓
HUD-5369-C	✓
Disclosure of Investment Activities in Iran	✓
New Jersey Business Registration Certificate	✓
Certificate of Insurance	✓

The undersigned hereby acknowledges that they have completed and/or submitted the above-listed mandatory items. The undersigned also hereby acknowledges that the Housing Authority may, in its discretion, reject any proposal as non-responsive for the failure to include any of the above-listed mandatory items.

Name of Company: Sunbelt Industries Inc.

Signature of Respondent's Agent: [Signature]

Name and Title of Respondent's Agent: John Aguirre, President & CEO

Date: 7/24/22

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the City of Atlantic City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

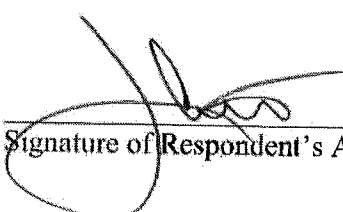
The contractor and its subcontractors shall furnish such reports or other documents to the Executive Director of the Housing Authority of the City of Atlantic City, Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

ACKNOWLEDGEMENT OF ADDENDA

The Respondent hereby acknowledges receipt of the following Addenda to the Request for Proposals:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____



Signature of Respondent's Agent

Subscribed and sworn to before me
This 23rd day of Nov, 2022

Notary Public of NOV 2021
My commission expires 11/25/23



Signature of Notary Public

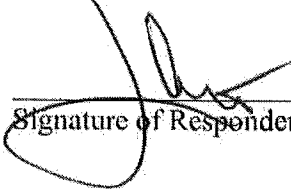


Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

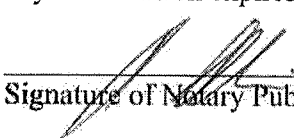
I, John Clarke residing in Easton
(name of affiant) (name of municipality)
in the County of Northampton and State of Pennsylvania,
of full age, being duly sworn according to law on my oath depose and say that:

Sunbelt Industries, Inc. and/or its principals have never, at any time, been suspended
(name of firm)
debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban
Development, the Department of Justice, the General Services Administration, the Internal
Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey
Department of Labor or any other state agency or the State of New Jersey.


Signature of Respondent's Agent

Subscribed and sworn to before me
This 22 day of July, 20 22

Notary Public of New Jersey
My commission expires


Signature of Notary Public

PAOLO CERRI
Notary Public
State of New Jersey

My Commission Expires Oct. 12, 2023

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

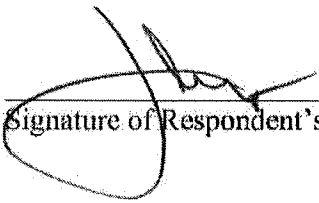
NON-COLLUSION AFFIDAVIT

I, John Clarke residing in Easton
(name of affiant) (name of municipality)
in the County of Northampton and State of Pennsylvania,
of full age, being duly sworn according to law on my oath depose and say that:

I am President & CEO of Sunbelt Industries Inc.
(title or position) (name of firm)
the entity submitting this Proposal for Management Consulting Services, and
(type of services)

that I executed the said Proposal with full authority to do so that said firm has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Housing Authority of the City of Atlantic City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

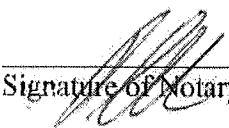
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Sunbelt Industries Inc.


Signature of Respondent's Agent

Subscribed and sworn to before me

This 22 day of July, 2022

Notary Public of New Jersey
My commission expires _____


Signature of Notary Public

PAOLO CERRI
Notary Public
State of New Jersey
My Commission Expires Oct. 12, 2023

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

STATEMENT OF OWNERSHIP

Name of Business: Sunbelt Industries Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

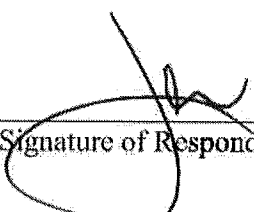
Stockholders:

Name: John Clarke
Home Address: 3536 Chipman Road
Easton, PA 18045
% of Ownership: 100 %

Name: _____
Home Address: _____
% of Ownership: _____

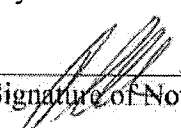
Name: _____
Home Address: _____
% of Ownership: _____

Name: _____
Home Address: _____
% of Ownership: _____


Signature of Respondent's Agent

Subscribed and sworn to before me
This 22 day of July, 20 22

Notary Public of PAOLO CERRI
My commission expires _____
Notary Public
State of New Jersey
My Commission Expires Oct. 12, 2023


Signature of Notary Public

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under and existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

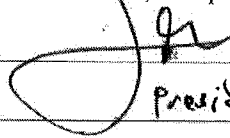
- (c) A photocopy of an Employee Information Report (Form AA302) provided by Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successor vendor(s) must submit the copies of the AA 302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1, et seq.

COMPANY: Sunbelt Industries Inc. SIGNATURE: 
PRINT NAME: John Clavhe TITLE: President & CEO
DATE: 7/22/22

Housing Authority of the City of Atlantic City Request for Proposals – Management Consulting Services

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer;
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

Housing Authority of the City of Atlantic City

Request for Proposals – Management Consulting Services

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

**Certifications and
Representations
of Offerors
Non-Construction Contract**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/98)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a) ☒ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☒ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- ☒ Black Americans ☐ Asian Pacific Americans
☐ Hispanic Americans ☐ Asian Indian Americans
☐ Native Americans ☐ Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree must furnish with its bid/offeree a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

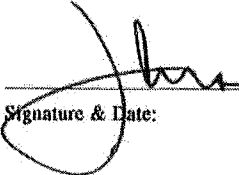
6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

 7/22/22

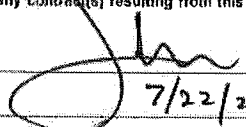
John Clarke

Typed or Printed Name:

President + CEO

Title:

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN									
Quote Number: _____	Bidder/Officer: <u>Sumbelt Industries Inc.</u>								
PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.									
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.									
PLEASE CHECK THE APPROPRIATE BOX: ☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below. OR ☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. <u>Failure to provide such will result in the proposal being rendered as non-responsive</u> and appropriate penalties, fines and/or sanctions will be assessed as provided by law.									
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name _____</td> <td style="width: 50%;">Relationship to Bidder/Officer _____</td> </tr> <tr> <td colspan="2">Description of Activities _____</td> </tr> <tr> <td colspan="2">Duration of Engagement _____ Anticipated Cessation Date _____</td> </tr> <tr> <td>Bidder/Officer Contact Name _____</td> <td>Contact Phone Number _____</td> </tr> </table>		Name _____	Relationship to Bidder/Officer _____	Description of Activities _____		Duration of Engagement _____ Anticipated Cessation Date _____		Bidder/Officer Contact Name _____	Contact Phone Number _____
Name _____	Relationship to Bidder/Officer _____								
Description of Activities _____									
Duration of Engagement _____ Anticipated Cessation Date _____									
Bidder/Officer Contact Name _____	Contact Phone Number _____								
ADD AN ADDITIONAL ACTIVITIES ENTRY									
Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.									
Full Name (Print): <u>John Clarke</u> Title: <u>President & CEO</u>	Signature:  Date: <u>7/22/22</u>								

DPP Standard Forms Packet 11/2013

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

FORM OF CONTRACT

THIS AGREEMENT made on _____, by and between the **HOUSING AUTHORITY OF THE CITY OF ATLANTIC CITY**, 227 North Vermont Avenue, Atlantic City, New Jersey 08401 (hereinafter called the "HOUSING AUTHORITY") and [name], [address] (hereinafter called the "CONSULTANT").

WITNESSETH, that the Housing Authority and the Consultant, for the consideration stated herein, agree as follows:

ARTICLE 1: Scope of Services. The Consultant shall provide the full range of services identified in the Housing Authority's Request for Proposals and the Consultant's proposal. The services shall be provided in a competent and professional manner, in accordance with prevailing professional standards and applicable Federal, State, and Local statutes, rules, regulations, ordinances, orders, and codes. The Housing Authority shall be entitled to a satisfactory performance of all Services and to full and prompt cooperation by the Consultant in all aspects of the Services. The Consultant shall be responsible for all damages arising out of or resulting from the Consultant's performance under this Contract.

ARTICLE 2: Qualifications. The Consultant represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein in a competent and professional manner.

ARTICLE 3: Agreement Term. This Agreement shall be in effect for the one year period commencing _____ and ending _____.

ARTICLE 4: Compensation. The Consultant's compensation for the services provided according to the terms of this Agreement shall be _____. The Consultant shall submit detailed invoices to the Housing Authority which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Housing Authority's Chairperson.

ARTICLE 5: Insurance. The Consultant shall obtain and maintain adequate insurance coverage throughout the term of this Agreement, which shall meet the following minimum requirements:

- (a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws.
- (b) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy.

The Housing Authority shall be notified in writing at least thirty (30) days prior to any change in or cancellation of insurance coverage.

ARTICLE 6: Indemnification. The Consultant shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, and employees from and

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Consultant's performance under this Contract.

ARTICLE 7: Subcontracting. The Consultant shall be solely responsible for the performance of this Agreement. The use of a Subcontractor, except as approved in writing by the Housing Authority's Chairperson, shall be prohibited. Approval of a subcontractor shall be granted in the Housing Authority's sole discretion. Substitution of a subcontractor without the Housing Authority's written approval is prohibited. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement.

ARTICLE 8: Independent Contractor Relationship. The Consultant is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control.

ARTICLE 9: Termination for Convenience. The Housing Authority may terminate this Agreement, in whole or in part, by delivering to the Consultant written notice four (4) weeks prior to any effective termination date. The Notice of Termination shall specify: 1) that the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Consultant for services rendered through the date of termination.

ARTICLE 10: Termination by Default. This Contract may be terminated if there has been a material default in the performance or observance of any term or condition herein by the Consultant. The failure to perform any of the following shall constitute an event of default: 1) failure to satisfactorily and timely perform any or all of the services specified herein; 2) discontinuation of services without authorization or justification; 3) failure to maintain adequate insurance coverage; 4) failure to comply with applicable legal requirements; and 5) suspension from participation in any federal or state government programs. The Housing Authority may, in its discretion, elect not to declare a default or to terminate the contract, but such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall Consultant be relieved of any of its responsibilities, duties or obligations under this Contract.

ARTICLE 11: Prevailing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement, or the services provided hereunder must be brought in the Superior Court of New Jersey, Atlantic County.

ARTICLE 12: Non-Debarment. By execution of this Agreement, the Consultant certifies that it is not currently debarred by the Federal government, including the U.S. Department of Housing and Urban Development or any other Federal agency, the State of New Jersey, or any State agency.

ARTICLE 13: Confidentiality. All Services performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Housing Authority in connection with the Services performed under this Agreement, made or developed by the

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

Consultant in the course of the performance of such Services, or the results of such Services, or for which the Housing Authority holds the proprietary rights, constitutes confidential information (“Confidential Information”) and may not, without the prior written consent of the Housing Authority, be used by the Consultant for any purpose other than for the benefit of the Housing Authority, unless required by law.

ARTICLE 14: Non-Discrimination. The Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 15: Conflicts of Interest. The Consultant represents that it does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

ARTICLE 16: Assignment. The Consultant shall not assign, transfer, convey, or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

ARTICLE 17: Severability. If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 18: Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

ARTICLE 19: Integration. This Agreement and the Housing Authority’s Request for Proposals shall constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

ARTICLE 20: Subsequent Modification. This Agreement may not be changed or modified except by written agreement specifically referencing this Agreement and executed by each of the parties hereto.

ARTICLE 21: Effect of Headings and Titles. The headings and titles used in this Agreement are solely for convenience of reference and shall not affect its interpretation or construction.

ARTICLE 22: No Interpretation Against Draftsman. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

Housing Authority of the City of Atlantic City
Request for Proposals – Management Consulting Services

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed
the date and year first written above.

Housing Authority of the City of Atlantic City

Dated: _____

Stephanie Marshall, Chairperson
Board of Commissioners

[Consultant]

Dated: _____

[name], [title]

Fairleigh Dickinson University

Upon the recommendation of the Faculty and by the authority
of the Board of Trustees hereby confers upon

John Andrew Hilton Clarke

the degree of

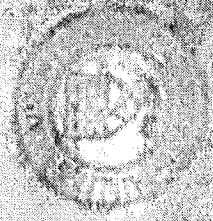
Bachelor of Science

with all the rights and privileges pertaining thereto.

In Witness Whereof we have hereunto affixed our signatures and
the Seal of the University at Rutherford in the State of New Jersey.

this twentieth day of May, nineteen hundred and ninety.

Edward L. Thompson
President



Thomas H. Donnell
Secretary

JOHN CLARKE BIO.

John Clarke's climb up the "company" ladder began 30 years ago as a Project Specialist at the New Jersey Department of Commerce. In that position, he worked directly for the State of New Jersey's Commissioner of Commerce. A few years later, he became a Loan Portfolio Manager with Corestates Bank N.A. While managing a National real estate portfolio of commercial and residential properties, valued over \$200 million dollars, John was asked by Governor Florio's administration to be the Executive Director of the NY/NJ World Cup Soccer '94 Host Committee. During this time, coordinating the operations of five World Cup Sub-Committees, hosting committee events for the nine (9) world cup games, and managing the committees daily activities, where a few of his duties.

In 1994 John created Sunbelt Industries Inc. a full-service minority owned consulting company. Over the past 26 years Sunbelt Industries Inc. has provided management consulting services, executive director and commissioner trainings, design and construction management services and a variety of other services within the non-profit, residential and commercial housing and redevelopment fields. John has also been a certified Housing and Redevelopment Instructor at Rutgers University, Center for Government Services teaching courses in Ethics, Board and Management Training, PHAS & SEMAP, Redevelopment and various Skills Trainings as well as conducting Board Retreats for Non-Profit and Housing and Redevelopment Authority Boards. Sunbelt Industries Inc. has offices in New Jersey and Pennsylvania.

For the past 24 years, John's career track has been steadily progressing at the New Brunswick Housing & Redevelopment Authority, from Deputy Director and Chief of Staff in 1996, to Executive Director for the past nineteen (20) years. John manages both the Housing and Redevelopment Authority within the City of New Brunswick as well as the Franklin Township/Somerset County Housing Authority. Through the Housing Authorities, John successfully implemented a \$45 million dollar Federal HOPE VI revitalization grant program that created jobs for local residents and built affordable housing and commercial office space within the City of New Brunswick. At the Redevelopment Authority for the City, John has overseen more than \$2 Billion dollars of redevelopment activities including (but not limited to): construction of market rate and affordable housing developments, commercial and rehabilitation construction projects, construction of a new High School, construction of a new Cultural and Fine Arts Center, various Rutgers Student Housing projects and construction of senior affordable housing developments. John has also been responsible for the following programs/activities (and certifications):

- Certified trainer for Rutgers University, Center for Government Services (training Management, Executive and Board members of Housing and Redevelopment Authorities)
- Applied for and successfully received funding for over \$20 million dollars worth of Tax Credits from NJHMFA (New Jersey Home, Mortgage and Finance Agency) to build 255 units of affordable housing and implemented a successful Section 3 programs within the City of New Brunswick.
- Applied for and successfully received funding to implement a Youth Farmstand Program, in conjunction with the New Jersey Juvenile Justice Division and Rutgers the State University.
- Applied for and successfully received over \$200,000 in funding for a Youth Carpentry Program for low-income youth interested in a construction trade. This was funded through a grant by the County of Middlesex, through the State of New Jersey Department of Labor.
- Created and implemented a first-time home buyer Soft Cost Grant Program which has provided over \$90,000 dollars of funding that has successfully moved 26 public housing families into homeownership.
- Created and implemented a Section 8 Homeownership Program within the City of New Brunswick, which allows families to utilize federally funded programs to assist them with mortgage payments.
- Developed and implemented a Public Housing Authority Scholarship Program that has provided over \$70,000 dollars to residents of public housing to attend a higher education institution.

- Led the Redevelopment Authority in partnership with the New Jersey School Development Authority and New Brunswick Development Corporation to complete a \$185 million dollar state of the art new High School within the City of New Brunswick.
- Section 8 Budgeting Certification- NAHRO
- SEMAP and Occupancy Issues Certification-NAHRO
- HQS Inspections certification - NAHRO
- PHM- NAHRO Certification
- HUD Mixed Finance Procurement Certification
- Has submitted and received two (2) approved demolition applications with HUD.
- Has worked with Region 2 Fair Housing staff for over 21 years to address and settle claims and has attended HUD Fair Housing Training and Compliance Seminars.
- Assisted with the completion and submission of a Streamline Voluntary Conversion for the Boonton Housing Authority.

John Clarke is the past President of the Public Housing Authority Directors Association (PHADA) a national organization of 1,900 member housing agencies that represent over 1.9 million low-income housing units throughout the United States. The members manage small, medium, large, rural, and urban housing authorities that run programs including public housing, housing choice vouchers, Rental Assistance Demonstration (RAD), and a variety of other innovative public-private partnerships.

John was one of *NJBIZ Magazine's* "Forty Under 40" top business professionals under the age of 40 in the State of New Jersey (Class of 2005). He holds a B.S. in Business from Farleigh Dickinson University (FDU-Madison) and he is a Certified Public Housing Authority and Redevelopment Authority Executive Director through the Department of Community Affairs and Rutgers University. He is the past President of the Board for the New Jersey Chapter of the National Association of Housing and Redevelopment Officials (NJNAHRO) and has served as the Chair of the Marketing Sub-Committee for the National Professional Development Committee. John has been a member of the National Association of Housing and Redevelopment Officials (NAHRO) for over 20 years. He is also a past member of the Council of Large Public Housing Authorities, is a current Board member of the New Jersey-Joint Insurance Fund for Public Housing Agencies (NJ-JIF) and the Municipal Excess Liability (MEL). John is a former Board member and Treasurer of P.R.A.B. and a Board member of the New Jersey Association of Housing & Redevelopment Authority's (NJAHRA). In addition, John is an adjunct instructor with Rutgers School for Government Services and teaches a number of courses for Housing and Redevelopment Agencies. John lives in Easton, PA with his wife Gabrielle and their two children.



THE STATE UNIVERSITY
OF NEW JERSEY

Transcript Report
Rutgers University

Clarke, John

ID #: 606102

Date of Birth:

Home Phone:

Work Phone: (732) 745-5157 x301

Cell Phone: (732) 485-4530

Email:

Session	Course Code	Course Title / Status		Start/End Dates		Grade
2000 Spring	00S0265A	PLANNING/DEVELOPMENT OF AFFORDABLE HOUSING	Did Not Complete-Dropped	4/29/00	4/29/00	
2000 Spring	00S0266A	TENANT-BASED ASSISTANCE	Enrolled/Active	6/3/00	6/3/00	S
2000 Fall	00F1241A	STRATEGIC PLANNING	Did Not Complete-Dropped	9/7/00	9/7/00	
2000 Fall	00P1381A	PERSONNEL MANAGEMENT	Enrolled/Active	9/12/00	9/12/00	S
2000 Fall	00F1382A	PUBLIC RELATIONS	Enrolled/Active	9/13/00	9/13/00	S
2001 Spring	01S1261A	PLANNING AND DEVELOPMENT OF AFFORDABLE HOUSING	Did Not Complete-Dropped	6/2/01	6/2/01	
2004 Spring	04S4259A	STRATEGIC PLANNING	Enrolled/Active	4/29/04	4/29/04	S
2004 Fall	04F5247A	PLANNING AND DEVELOPMENT OF AFFORDABLE HOUSING	Did Not Complete-Dropped	11/6/04	11/6/04	I
2005 Spring	05S5383A	PERSONNEL MANAGEMENT	Enrolled/Active	1/7/05	1/7/05	S
2005 Spring	05S5384A	PROCUREMENT AND CONTRACT MANAGEMENT	Enrolled/Active	1/8/05	1/8/05	S
2006 Spring	06S6232Q	REDEVELOPMENT IN NEW JERSEY	Enrolled/Active	6/14/06	6/14/06	S
2012 Spring	HA-3013-SP12-I	Planning and Development of Affordable Housing	Did Not Complete-Dropped	4/4/12	4/4/12	W
2013 Spring	HA-3013-SP13-S	Planning and Development of Affordable Housing	Enrolled/Active	4/22/13	4/22/13	S

Total

Not valid as an official transcript without an official signature.

(c) 2012 Xenegrade Corp. All rights reserved. v120629.1111

Printed 4/23/13 1:43 PM Page 2 of 2

RUTGERS

THE STATE UNIVERSITY
OF NEW JERSEY

Transcript Report Rutgers University

Clarke, John

ID #: 606102

Date of Birth:

Home Phone:

Work Phone: (732) 745-5157 x301

Cell Phone: (732) 485-4530

Email:

Session	Course Code	Course Title / Status	Enrolled/Active	Start/End Dates		Grade
1994 Spring	94S999HM	PUBLIC HOUSING MANAGER CERTIFICATE	Enrolled/Active	1/1/00	1/1/00	S
1994 Spring	94S4230A	PUBLIC HOUSING MANAGER	Enrolled/Active	6/30/94	6/30/94	S
1997 Spring	97S7221B	ETHICS	Enrolled/Active	4/10/97	4/16/97	S
1997 Spring	97S7220C	PUBLIC HOUSING MANAGEMENT ASSESSMENT	Enrolled/Active	4/12/97	4/12/97	S
1997 Spring	97S7232A	PROCUREMENT AND CONTRACT MANAGEMENT	Enrolled/Active	4/22/97	4/22/97	S
1997 Spring	97S7233A	EXECUTIVE HOUSING MANAGEMENT	Enrolled/Active	5/12/97	5/13/97	S
1997 Spring	97S7227C	FINANCIAL ISSUES AND PROCEDURES	Enrolled/Active	6/7/97	6/7/97	S
1997 Spring	97S7224B	PRINCIPLES OF REDEVELOPMENT	Enrolled/Active	6/14/97	6/14/97	S
1997 Fall	97F8211A	LEGAL ISSUES	Enrolled/Active	12/6/97	12/6/97	S
1998 Spring	98S8225A	FINANCIAL MANAGEMENT	Enrolled/Active	5/18/98	5/18/98	S
1998 Fall	98F9236A	MAINTENANCE MANAGEMENT	Enrolled/Active	10/15/98	10/15/98	S
1999 Spring	99S9248B	PUBLIC HOUSING ASSESSMENT SYSTEM	Enrolled/Active	6/5/99	6/5/99	S
1999 Spring	99S9256A	DESIGN PRINCIPLES FOR REDEVELOPMENT	Enrolled/Active	6/16/99	6/16/99	S
1999 Fall	99F0381A	ETHICS	Enrolled/Active	9/14/99	9/14/99	S
1999 Fall	99F0382B	PLANNING FOR CHANGE	Enrolled/Active	9/15/99	9/15/99	S
2000 Spring	00S0256A	PRINCIPLES OF REDEVELOPMENT	Did Not Complete-Dropped	3/25/00	3/25/00	S

Not valid as an official transcript without an official signature.

(c) 2012 Kenegrade Corp. All rights reserved. v120629.1111

Printed 4/25/13 1:43 PM Page 1 of 2

**New Jersey Department of Community Affairs
and
Rutgers, The State University of New Jersey**

John Clarke

is here

Public Housing Authority Executive Director

after satisfactory completion of the requirements established for the
Local Housing Authority and Municipal Development Agency Training Program

Jane M. Kenney
Commissioner
Department of Community Affairs

Date: Spring 2000

Henry G. Coleman
Director, Center for Government Services
Edward J. Bloustein School of Planning and Public Policy

ROBERT A. DIVINCENT
378 Kingston Court
WEST NEW YORK, NEW JERSEY 07093
(201) 954-7363

SUMMARY:

- Over thirty years of Public Housing Experience
- Strong administrative skills with follow-through ability in implementing policies and programs
- Expert in coordination of contractors in multi-faceted projects on various sites
- Ability to distribute work load to allow for maximum efficiency at minimum cost
- Proven capacity for discharging increasing responsibility and accountability

EXPERIENCE:
1996 – Present

West New York Housing Authority
Executive Director

WNY, NJ

- Responsible for 715 Units of Public Housing and 392 Section 8 Vouchers
- Manage Capital Fund Program Applications and Budgets totaling \$6,000,000
- Issuance and supervision of recent pooled Leveraging Program totaling \$5,910,000
- Developed and operate the first Day Care Center within the West New York Housing Authority for the benefit of its resident population
- Applied for and received and additional 146 vouchers of Section 8 as part of the Welfare-to-Work Program
- Supervise a staff of 50 employees
- Supervise the Director of Re-development and attend all coordination meetings with contractor and tradesmen
- Negotiated benefit package and union agreement on behalf of the Authority.

2002 – Present

West New York Housing Corp
CEO

WNY, NJ

- Instrumental in formation of a 501-C-3 for the purpose of constructing 143 units of Affordable Housing.
- Managed construction of \$24,000,000 scattered site project in West New York.
- Manage 143 units of Affordable Housing previously constructed under the Tax Credit program with an annual budget of \$1,153,326.

2001 – Present

Weehawken Housing Authority
Executive Director

Weehawken, NJ

- Responsible for 99 units of Senior Housing and 316 units of Section 8
- Manage Capital Fund Program Applications and Budgets totaling nearly \$1,000,000
- Supervise management of a 26 unit Tax Credit Building
- Supervise and manage the Rehabilitation at 20 units of Affordable Housing through the Authority's 501 C3 Corporation

2004 – 2014

Hoboken Housing Authority
Executive Director

Hoboken, NJ

- Responsible for 1353 Units of Public Housing 317 Section 8 Vouchers
- Manage Capital Fund Program Applications and Budgets totaling \$13,924,000
- Issuance and supervision of recent pooled Leveraging Program totaling \$9,980,000

- | | | |
|--------------------|---|--------------------------|
| 1990 – 1996 | A.M.J. Construction Management Corporation
President | North Bergen, NJ |
| | <ul style="list-style-type: none"> • Supervised construction of more than 200 units of Federally Funded Housing Projects for Bergen County Housing Authority • Supervised development and construction of Township facilities for the Township of North Bergen, budgeted at more than 4 million dollars • Acted as consultant at Several New Jersey Housing Authorities for both Public Housing and Section 8 Management | |
| 1985 – 1990 | Harsen and Johns Development Company
Director of Construction | Rochelle Park, NJ |
| | <ul style="list-style-type: none"> • Responsible for construction of 43 unit condominium complex in Westchester County • Assisted in coordination with general contractor during construction of two NYCHA complexes • Formed Tiffany Construction for the purpose of construction of five executive custom homes over 5,000 sq. feet in Sussex County • Since its conception, Tiffany has completed over \$1 million dollars in renovation work both residential and commercial | |
| 1981 – 1985 | North Bergen Housing Authority
Executive Director | North Bergen, NJ |
| | <ul style="list-style-type: none"> • Responsible for a medium sized housing authority under the jurisdiction of the Newark Office with annual budget of approximately \$3.5 millions dollars • Brought the authority, which was without funds upon my arrival, to over \$1 million dollars in reserve within 3 years through proper fiscal management • Applied for and received over \$4 million dollars in C.I.A.P. funding, handling bidding and awards to contractors • Member of NAHRO and PHADA executive boards for two years during my five year term | |
| | Modernization Program Coordinator <ul style="list-style-type: none"> • Prepared applications, assisted in preparation of specifications • Developed a mailing and advertising system which assisted in fulfilling MBE requirements during the bidding process • Supervised contractors on a daily basis; established progress schedules and requisitioned fund on a timely basis • Negotiated with financial institutions investing both housing and excess modernization funds to the maximum benefit of the Authority | |
| 1978 – 1981 | DiVincent Floor Covering
Proprietor | North Bergen, NJ |
| | <ul style="list-style-type: none"> • Took a family floor covering business which was primarily residential and doubled its gross by moving into commercial and industrial flooring • Dealt with both homeowners and presidents of large corporations, taking their ideas, realizing their limitations and leaving them satisfied with a quality product and expert workmanship • Supervised work crews of up to 12 men per job site; scheduling work, ordering materials, billing and collection | |
| 1973 – 1988 | Leonard Castronuovo Agency | North Bergen, NJ |
| | <ul style="list-style-type: none"> • Sold both commercial and residential real state in the Hudson County area • Acquired the necessary financing for qualified purchasers • Managed income producing property for clients, handled rent security deposited, repairs, rent collection and annual budgeting | |

EDUCATION:

1996 - 1998	Rutgers University - Center for Government Services
1995	Bergen County Community College Construction Code Official State License 607311
1989	Fairleigh Dickinson - Construction Management Certification
1985 – 1988	St. Peter's College - Urban studies/Public Policy Programs
1981 – 1985	Attended numerous training courses pertaining to Public Housing, Modernization and their administration
1981	Public Housing Training Program and Public Housing Managers Certification
1973	Fairleigh Dickinson - Real Estate Sales
1970 – 1972	Fairleigh Dickinson - Business Administration

PROFESSIONAL AFFILIATIONS:

- New Jersey Public Housing Authority Joint Insurance Fund - **Chairman Board Member**
- New Jersey NAHRO - **Executive Board Member**
- Passaic County Building Inspectors Association - **Member**
- West New York Parking Authority – **Chairman**
- North Hudson Community Action Corporation – **Board Member – Finance Chairman**
- NJAHRA-New Jersey Association of Housing and Redevelopment Authorities Director
- Federal Home Loan Bank- Executive Board Member

INSURANCE AND BUSINESS REGISTRATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
INSURED Sunbelt Industries, Inc. 900 Easton Ave, Ste 26 #169 Somerset, NJ 08873	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			P100.125.339.3	02/28/2022	02/28/2023	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N ☐ N/A					COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Sunbelt Industries, Inc. 900 Easton Ave, Ste 26 #169 Somerset, NJ 08873	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P100.124.460.3	02/28/2022	02/28/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
INSURED Sunbelt Industries, Inc. 900 Easton Ave, Ste 26 #169 Somerset, NJ 08873	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		P100.125.339.3	02/28/2022	02/28/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.124.460.3	02/28/2022	02/28/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Consulting and managing services for ATLANTIC CITY HOUSING AUTHORITY

CERTIFICATE HOLDER**CANCELLATION**

ATLANTIC CITY HOUSING AUTHORITY
227 N VERMONT AVE
ATLANTIC CITY, NJ 08401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com																					
INSURED Sunbelt Industries, Inc. 3536 Chipman Rd Easton, PA 18045	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Hiscox Insurance Company Inc	10200																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	BUBB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		P100.125.339.3	02/28/2022	02/28/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000
	MED EXP (Any one person)						\$ 5,000
	PERSONAL & ADV INJURY						\$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Consulting and managing services for ATLANTIC CITY HOUSING AUTHORITY

CERTIFICATE HOLDER**CANCELLATION**

ATLANTIC CITY HOUSING AUTHORITY
227 N VERMONT AVE
ATLANTIC CITY, NJ 08401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

SUNBELT INDUSTRIES, INC.

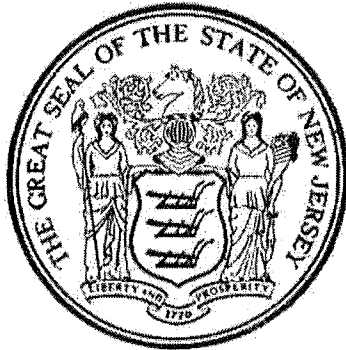
0100598918

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on August 29, 1994.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

JOHN CLARKE
900 EASTON AVE, STE 26# 169
SOMERSET, NJ 08873



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
23rd day of May, 2022*

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 2637516899

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

SUNBELT INDUSTRIES, INC.

0100598918

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for SUNBELT INDUSTRIES, INC. was submitted on 05/23/2022 for the year: 2022

Registered Agent and Office

JOHN CLARKE
900 EASTON AVE, STE 26# 169
SOMERSET, NJ 08873

Main Business Address

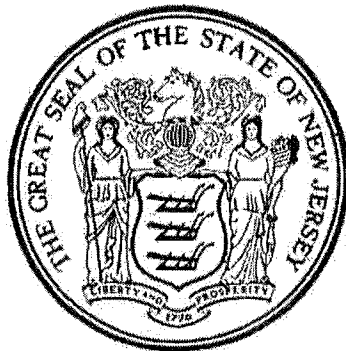
3536 Chipman Road
Easton, PA 18045

Principal Business Address

900 Easton Ave, Ste 26# 169
Somerset, NJ 08873

Officers and Directors

PRESIDENT
JOHN A CLARKE
3635 Chipman Road
Easton, PA 18045



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
23rd day of May, 2022*

Elizabeth Maher Muoio

Certificate Number : 2637516786
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Elizabeth Maher Muoio
State Treasurer

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: SUNBELT INDUSTRIES, INC.
Business Id: 0100598918
Certificate Number: 6000155020

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT A CHANGE OF REGISTERED OFFICE ON June 30, 2021 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY OFFICIAL SEAL AT
TRENTON, THIS
October 04, 2021 A.D.



Sharon A. Mason
SHARON A. MASON MS010
STATE TREASURER

VERIFY THIS CERTIFICATE ONLINE AT
https://www1.state.nj.us/TYTA StandingCert/JSP/Verify_Cert.jsp

CERT-1

03/03/15

Taxpayer Identification# 223-333-315/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-8292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:
SUNBELT INDUSTRIES, INC.

ADDRESS:
24 CODDINGTON COURT
BELLE MEAD, NJ 08824
EFFECTIVE DATE:

01/26/11

TRADE NAME:

SEQUENCE NUMBER:
9014523

ISSUANCE DATE:

03/03/15



Director
New Jersey Division of Revenue

FORM RRC

(04-00), 12/05/04/07

4)

copies of all recommendations received in support of candidates for the Interim ED position

None. The Housing Authority & Urban Redevelopment Agency of the City of Atlantic City did not receive recommendations for this position.

5)
a copy of resolution 9590-08-22

See attached.

RESOLUTION NO. 9590-08-22

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY AND URBAN REDEVELOPMENT
AGENCY OF THE CITY OF ATLANTIC CITY APPROVING AND
AUTHORIZING THE AWARD OF A CONTRACT TO SUNBELT
INDUSTRIES, INC. FOR MANAGEMENT CONSULTING
SERVICES**

WHEREAS, the Housing Authority and Urban Redevelopment Agency of the City of Atlantic City ("Authority"), a public entity organized and existing pursuant to the laws of the State of New Jersey and the rules and regulations of the U.S. Department of Housing and Urban Development ("HUD"), has determined that it is in need of management consulting services; and

WHEREAS, on July 1, 2022, the Authority published a Request for Proposals ("RFP") for management consulting services pursuant to the New Jersey Local Public Contracts Law and Title 2 of the Code of Federal Regulations; and

WHEREAS, in accordance with the terms of the RFP, all proposals were to be received by 11:00 a.m. on July 26, 2022, and were to be objectively evaluated based upon a number of factors specified therein; and

WHEREAS the Authority received proposals from one (1) respondent by the published deadline; and

WHEREAS, following a thorough analysis of such proposal in accordance with the published criteria, the Authority has determined that the proposal submitted by Sunbelt Industries, Inc. was fully responsive, meets all the needs and requirements of the Authority, and is the most advantageous to the Authority, price and other factors considered; and

WHEREAS the contract is being awarded pursuant to a "fair and open" process in accordance with N.J.S.A. 19:44A-20.5; and

WHEREAS, the Authority has certified that sufficient funds have been appropriated for the above-mentioned services; and

WHEREAS, the Authority's Board of Commissioners has found that it is in the best interests of the Authority and its overall goal of providing quality affordable housing to approve and authorize the award of a contract to Sunbelt Industries, Inc. for management consulting services;

NOW, THEREFORE, BE IT RESOLVED, ON THIS 11TH DAY OF AUGUST 2022, that the Board of Commissioners of the Housing Authority and Urban Redevelopment Agency of the City of Atlantic City hereby approves and authorizes the award of a contract to Sunbelt Industries, Inc. for management consulting services; and

BE IT FURTHER RESOLVED that Sunbelt Industries, Inc. shall be compensated at a rate of \$125.00 per hour, which cost was found to be reasonable through an analysis of comparable services of similarly qualified consultants as well as the comparable cost of hiring equivalently qualified individuals at in-house salaries and benefits; and

BE IT FURTHER RESOLVED that the term of the contract shall be one (1) year; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the Interim Executive Director to take any and all administrative actions necessary to implement this resolution.

PASSED and adopted this 11th day of August, 2022.

Board Member	YES	NO	N.V.	A.B.	MOT	SEC
DEVONISH	X					
DORSEY	X					X
GBAYEE	X					
HOSSAIN				X		
JOHNSON	X					
TWEEDLE	X				X	
MARSHALL	X					
X – Indicates Vote	NV – Not Voting	AB – Absent	MOT – Motion	SEC - Second		

6)

a copy of the minutes of the August 1, 2022 meeting of the Board of Commissioners

See attached.

HOUSING AUTHORITY OF THE CITY OF
ATLANTIC CITY

1132ND (SPECIAL) BOARD MEETING

MINUTE BOOK

RESOLUTIONS AND MOTIONS

AUGUST 1, 2022

The 1132nd (Special) Meeting of the Board of Commissioners of the Housing Authority and Urban Redevelopment Agency of the City of Atlantic City was called to order by Chair Stephanie Marshall (via Zoom) on Monday, August 1, 2022 at 4:40 P.M. (EST).

PRESENT: Chair Stephanie Marshall
Vice Chair Eli Gbayee
Commissioner Natalie Devonish
Commissioner Geoff Dorsey
Commissioner Rosetta Johnson
Commissioner Patricia Tweedle (arrived 4:42pm)

ABSENT: Commissioner Emteaj Hossain

ACHA STAFF: Rebecca C. Lafferty, Esquire, Cooper Levenson
Denise Gordy, Interim Executive Director
Ivy Melendez, Management Specialist
Beth Ann Shample, Confidential Aide to the Executive Director
Karen M. Upshaw, Personnel Director
Abdul Wahab, Comptroller
Dierdre Brock, Property Manager/Stamley Holmes Village
Bryan
Abdullah Shakir, Security
Sheila Thomas
Sidena
Michelle McClellan
Joseph Manfredi, Esquire
Alberto Camacho, Esquire
Jerry Volpe, Consultant

(PUBLIC) SPEAKERS: None

GUESTS: None

1. OPENING STATEMENT

General Counsel Lafferty announced that Notice Requirements of the Open Public Meetings Act of the State of New Jersey had been met.

2. ROLL CALL - PLEDGE OF ALLEGIANCE

Commissioner Tweedle joined the meeting at 4:42 PM.

3. PARTICIPATION OF THE PUBLIC

There was none.

4. DRAFT RESOLUTIONS (PROPOSED) FOR ADOPTION:

9590-08-22

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY AND URBAN REDEVELOPMENT AGENCY OF THE CITY OF ATLANTIC CITY APPROVING AND AUTHORIZING THE AWARD OF A CONTRACT TO SUNBELT INDUSTRIES, INC. FOR MANAGEMENT CONSULTING SERVICES”

General Counsel recommended that this Resolution be tabled which was approved by Chair Marshall. Commissioner Dorsey asked for clarification as to why this Resolution was being tabled. Attorney Camacho advised that because the Authority is under zero threshold, HUD approval is necessary before moving forward with the award of any contracts. HUD requested additional information regarding the one responsible respondent. He said that a formal memorandum has been issued to HUD and he is awaiting their response and the Board will then be advised. Mr. Camacho advised that HUD usually responds within a day or so but did not have more specifics. He said that it was appropriate to table the Resolution as opposed to rejecting it so that the Board would be able to call a special meeting on 48 hours notice to consider the resolution once approved by HUD. Attorney Manfredi advised that additional approval from the DCA was not required and it was noted that no one from the DCA was present at the meeting.

9591-08-22

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY AND URBAN REDEVELOPMENT AGENCY OF THE CITY OF ATLANTIC CITY APPROVING AND AUTHORIZING THE AWARD OF A CONTRACT TO GOVERNANCE & FISCAL AFFAIRS LLC FOR QUALIFIED PURCHASING AGENT SERVICES”

General Counsel stated that the Resolution must be amended per HUD to include a not to exceed amount of \$140,000.

Upon motion by Chair Marshall, second by Commissioner Dorsey and unanimously carried by Commissioners Devonish, Dorsey, Gbayee, Johnson, Tweedle and Chair Marshall, Resolution No. 9591-08-22 was approved as amended to include the not to exceed amount of \$140,000.

9592-08-22

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY AND URBAN REDEVELOPMENT AGENCY OF THE CITY OF ATLANTIC CITY REJECTING ALL PROPOSALS FOR FORENSIC IT SERVICES”

General Counsel advised that it was recommended that the original Resolution awarding a contract for forensic IT services be changed to a resolution rejecting all proposals for forensic IT services.

A motion was made by Commissioner Tweedle, second by Chair Marshall. The Board then discussed this Resolution and the recommendation to reject all bids for forensic IT services. General Counsel advised that the recommendation was to reject all bids because after further consideration it does not appear to be necessary for what the Authority needs at this time and can possibly be dealt with utilizing in-house IT personnel. Mr. Manfredi advised that the plan was to have the award for the management services and the IT together because HUD had asked the same questions on the IT item except they were less inclined to approve it at this time as the services are not immediate. Mr. Manfredi offered to explain more specifically in Closed Session.

It was then determined that Closed Session was necessary.

RESOLUTION NO. 9593-08-22 entitled: “RESOLUTION NO. 9593-08-22 “RESOLUTION re: CLOSED SESSION OF A SPECIALLY SCHEDULED BOARD MEETING (08/01/22 BOARD MEETING)”

Upon motion by Chair Marshall, seconded by Commissioner Devonish and unanimously carried by Commissioners Devonish, Dorsey, Gbayee, Johnson, Tweedle, and Chair Marshall, Resolution No. 9593-08-22 was adopted to adjourn into Closed Session pursuant to N.J.S.A. 10:4-12(b) for the purpose of discussing: (2) Any matter in which the release of information would impair a right to receive funds from the Government of the United States, and (7) Any pending or anticipated litigation or contract negotiation other than in subsection (4) herein in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his/her ethical duties as a lawyer. It was further resolved, that since the discussions are to be conducted in closed session,

as permitted in the Act, and may involve questions of attorney/client privilege, it is not known at this time when, or if, the contents of the discussions may be disclosed whereupon the Board adjourned into Closed Session at 4:58 PM.

Upon Motion by Commissioner Tweedle, seconded by Commissioner Johnson and unanimously carried by Commissioners Dorsey, Gbayee, Johnson, Tweedle, and Chair Marshall, the Board returned to Open Session at 5:54 PM.

Commissioner Devonish left the meeting during Closed Session.

General Counsel stated that previous to Closed Session, there was a motion by Commissioner Tweedle, second by Chair Marshall to amend Resolution No. 9592-08-22 to reject all bid proposals for forensic IT services. The motion was unanimously carried by Commissioners Dorsey, Gbayee, Johnson, Tweedle and Chair Marshall, and Resolution No. 9592-08-22 was approved as amended.

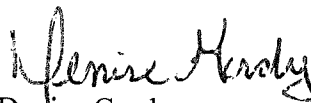
5. GOOD & WELFARE

There was no discussion.

6. ADJOURNMENT

There being no further business before the Board and upon motion by Commissioner Tweedle, second by Commissioner Johnson and unanimously carried by Commissioners Dorsey, Gbayee, Johnson, Tweedle, and Chair Marshall, the meeting adjourned at 5:57 PM.

Respectfully submitted,



Denise Gordy
Interim Executive Director / Secretary

/bas
rel81122

Additionally, under OPRA, please provide the following information for Interim ED John Clarke: salary, payroll record, length of service, and the amount and type of any pension received.

This is not an appropriate request under N.J.S.A. 47:1A-1 as is not a request for records or documents. By way of further response, none, as Mr. Clarke is not an employee of the Housing Authority & Urban Redevelopment Agency of the City of Atlantic City.