

Beth Ann Shample

From: John Roberts <opra+request-37999-4348c497@requests.opramachine.com>
Sent: Tuesday, December 27, 2022 9:36 AM
To: Beth Ann Shample
Subject: OPRA request - Interim Executive Director Contract, Invoices and Employment Information

Dear Atlantic City Housing Authority,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

- 1) copies of all contracts in effect with John Clarke and/or Sunbelt Industries, Inc.
- 2) copies of all monthly 2022 invoices received from John Clarke and/or Sunbelt Industries, Inc.

Additionally, under OPRA, please provide the following information for Interim ED John Clarke: salary, payroll report and length of service.

Yours faithfully,
Mr. Roberts

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-37999-4348c497@requests.opramachine.com

Is bshample@atlanticcityha.org the wrong address for OPRA requests to Atlantic City Housing Authority? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=acha

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/interim_executive_director_contr_4

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

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: 08-12-22

Stephanie Marshall

Stephanie Marshall, Chairperson
Board of Commissioners

SUNBELT INDUSTRIES, INC.

Dated: 8/12/22

John Clarke
John Clarke, President and CEO

2)

copies of all monthly 2022 invoices received from John Clarke and/or Sunbelt Industries, Inc.

SUNBELT INDUSTRIES INC.

"Building Better Futures, One Job at a Time"
(sunbelt.inc@comcast.net)

INVOICE # 701

TO: Atlantic City Housing Authority
227 N. Vermont Avenue
Atlantic City, NJ 08401

FROM: Sunbelt Industries Inc.
900 Easton Ave, Ste 26 #169
Somerset, NJ 08873

DATE: September 1, 2022

INVOICE AMOUNT: \$ 8,125.00

SERVICE: Provided Management Consulting and Interim Executive Director
Services to the Atlantic City Housing Authority (through September
1, 2022)

- On-site and off-site Management Consulting, Training and Interim Executive Director work and associated tasks for the month of August 2022 (see attached work sheet and related documents)

65 TOTAL HOURS WORKED AT \$125 PER HR **\$ 8,125.00**

REIMBURSEMENT ITEMS:

None

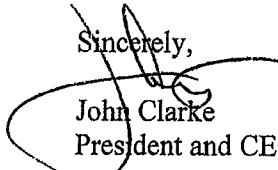
TOTAL INVOICE AMOUNT: **\$ 8,125.00**

All payments for services should be made payable to **SUNBELT INDUSTRIES INC.** at the below address:

Sunbelt Industries Inc.
900 Easton Ave, Ste 26 #169
Somerset, NJ 08873

If you have any questions regarding this invoice, please contact me directly at 732-485-4530.

Sincerely,


John Clarke
President and CEO

PA Office: 3536 Chipman Road, Easton, PA 18045
NJ Office: 900 Easton Ave, Ste 26 # 169, Somerset, NJ 08873
"Providing consulting and development services since 1994"

VN00004954

ATLANTIC CITY HOUSING AUTHORITY

WORK SHEET – AUGUST 2022

Date:	Description of Work	In	Out	Total Hrs
8/13/22	Off-site: ED work on documents and records reviews on ACOP, Admin Plan, Personnel Policy and Procurement Policy.	9:00AM	2:30PM	5.5 hrs
8/17/22	On-site: ED work and site tours of all properties. Introduction to staff and meetings with senior staff. Call with HUD on FASS report and meeting with Finance staff on documentation and financial matters. Meeting with IT staff on ACHA systems and security cameras systems. Completed other general ED work throughout the day.	10:00AM	4:30PM	6.5 hrs
8/18/22	On site: ED work on site and senior staff meeting, document and policy reviews of Admin Plan and ACOP. Meetings with HR staff on personnel matters. Work on FASS response and work with senior staff on priority items. On site meeting with Chairperson. Completed other general ED work throughout the day.	7:00AM	5:00PM	10 hrs
8/23/22	On-site: ED work on site and staff meetings. Meeting with scatter site staff, HR staff and insurance attorney on open legal matters. Meeting with senior staff on HCV program and discussions on actions needed. Completed other general ED work throughout the day.	7:00AM	5:00PM	10 hrs
8/24/22	On site: ED work on site and staff meetings. Work on HUD submission for CFP certification and completed submission. Meeting with new ACHA Commissioner and communications with that Commissioner on required courses for Board members. Meeting with finance staff and HR staff. Completed other general ED work throughout the day.	8:00AM	5:00PM	9 hrs
8/30/22	On site: ED work on site and staff meetings on HCV program. Work on ACHA Board report and action items. Scattered site office visit and meeting with scattered site staff. HCV/Resident Program office visit and meeting with staff. Completed other general ED work throughout the day.	7:00AM	5:00PM	10 hrs
8/31/22	On-site: ED work on site and senior staff meeting. Meeting with all property managers and Choice Neighborhood introduction meeting with team. Meeting with Board's Exec. Committee. Meeting with ACHA legal and procurement team on activities and actions. ED work throughout the day.	7:00AM	6:00PM	11 hrs
8/12/22-8/31/22	Off-site communications and responses to emails, text messages and phone calls (3 total hours)			3 hrs

TOTAL HOURS WORKED THIS MONTH:

TOTAL HRS 65

SUNBELT INDUSTRIES INC.
"Building Better Futures, One Job at a Time"
(sunbelt.inc@comcast.net)

INVOICE # 702

TO: Atlantic City Housing Authority
227 N. Vermont Avenue
Atlantic City, NJ 08401

FROM: Sunbelt Industries Inc.
900 Easton Ave, Ste 26 #169
Somerset, NJ 08873

DATE: October 1, 2022

INVOICE AMOUNT: \$ 6,812.50

SERVICE: Provided Management Consulting and Interim Executive Director Services to the Atlantic City Housing Authority (through October 1, 2022)

- On-site and off-site Management Consulting, Training and Interim Executive Director work and associated tasks for the month of September 2022 (see attached work sheet and related documents)

54.5 TOTAL HOURS WORKED AT \$125 PER HR **\$ 6,812.50**

REIMBURSEMENT ITEMS:

None

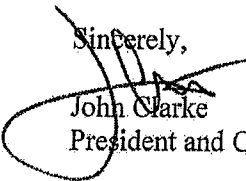
TOTAL INVOICE AMOUNT: **\$ 6,812.50**

All payments for services should be made payable to **SUNBELT INDUSTRIES INC.** at the below address:

Sunbelt Industries Inc.
900 Easton Ave, Ste 26 #169
Somerset, NJ 08873

If you have any questions regarding this invoice, please contact me directly at 732-485-4530.

Sincerely,


John Clarke
President and CEO

PA Office: 3536 Chipman Road, Easton, PA 18045
NJ Office: 900 Easton Ave, Ste 26 #169, Somerset, NJ 08873
"Providing consulting and development services since 1994"

ATLANTIC CITY HOUSING AUTHORITY

WORK SHEET – SEPTEMBER 2022

Date:	Description of Work	In	Out	Total Hrs
9/6/22	On-site: ED work and meetings with staff in office. Worked on EHV program and spoke with City's Health and Human Services Director about the need for more referrals from Consortium Partners. Called both partners and left messages. Worked on HUD Package and Board Package and resolutions. Did call with Board's Executive Committee on priority matters. Completed other general ED work throughout the day.	7:00AM	6:30PM	11.5 hrs
9/7/22	On-site: ED work and meetings with staff in office. Worked on FASS update and on SEMAP Corrective Action Plan. Worked on RFPs and Bid specifications.	7:00AM	5:00PM	10 hrs
9/14/22	On-site: ED work on site and meetings with staff in office. Management team meeting and meeting with redevelopment consultant to discuss proposed 1 st Amendment to the MDA. Completed other general ED work throughout the day.	7:00AM	4:30PM	9.5 hrs
9/26/22	On-site: ED work on site and site visit meetings with all property managers and staff. Completed other general ED work throughout the day.	7:00AM 5:00PM	2:30PM 6:30PM	9 hrs
9/27/22	On-site: ED work on site and meetings with staff in office. Management team meeting and meetings/calls on redevelopment and meeting with former Commissioner. Completed other general ED work throughout the day.	8:00AM	6:30PM	10.5 hrs
9/1/22-9/30/22	Off-site communications and responses to emails, text messages and phone calls (4 total hours)			4 hrs

TOTAL HOURS WORKED THIS MONTH:

TOTAL HRS 54.5

Additionally, under OPRA, please provide the following information for Interim ED John Clarke: salary, payroll, repot and length of service.

There are no records or documents responsive to this request as Mr. Clarke is an independent contractor and not an employee of the ACHA.