

8/5/14

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

**REGARDING THE ADMINISTRATION AND MANAGEMENT OF A
TENANT BASED RENTAL ASSISTANCE PROGRAM**

Dated: February 5, 2014

Prepared by: Emmett Primas, Jr.,
County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Agreement"), dated **February 5, 2014**, by and between the **Housing Authority of Gloucester County**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County"), through its Department of Economic Development/CDBG.

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096;
2. The Housing Authority of Gloucester County ("Local Unit") is an Authority of the County of Gloucester located at 100 Pop Moylan Boulevard, Deptford, New Jersey ;
3. The County through the Department of Economic Development/CDBG/HOME desires to enter into an Agreement with the Local Unit for the administration of the County's Tenant Based Rental Assistance Program (TBRA).
4. N.J.S.A. 40A:65-1 et seq., provides a mechanism through which Counties and Municipalities may enter into an agreement for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF PROJECT AND SERVICES.

The Project for purposes of this Agreement shall consist of the administration of the County's Tenant Based Rental Assistance Program (TBRA) by the Local Unit. The Gloucester County Division of Social Services (DSS) shall refer eligible welfare clients to the Housing Authority (Local Unit), who will thereafter provide assistance in an effort to locate affordable housing. The County, through the Department of Economic Development/Community Development Block Grant/HOME Program will provide rental payments through the TBRA program to said clients until Section Eight vouchers become available. The Local Unit shall manage the TBRA program to ensure rental payments are made on behalf of the qualified clients.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Consistent with all applicable laws, including but not limited to 24 CFR 92.209, provide rental assistance to eligible clients referred by the Division of Social Services.
2. Assist with said client's application for Section Eight vouchers and/or funding.

3. Be responsible for administration of the TBRA program funds from the County's Department of Economic Development/HOME during the period Section Eight vouchers are pending.

C. PAYMENT.

1. **Reimbursement.** County shall make payment to the Local Unit as reimbursement for rental payments made on behalf of eligible clients awaiting Section Eight vouchers, plus 10% of the cost of processing said rental payments, which shall be paid to the Local Unit as administrative costs.
2. **Reporting Requirements.** On a monthly basis, the Housing Authority will submit a request for payment to the Department of Economic Development Executive Director for rents paid on behalf of eligible clients plus a 10% administrative charge. Each request for reimbursement will contain required information on income eligibility for each client served. The agency shall maintain separate accounts and records adequate to identify costs pertaining to the agreement. These records shall include leases between the agency and landlord, inspection reports and disbursement data to the landlords. These records shall be made available for audit purposes and shall be retained for a period of three (3) years following expiration of this agreement, unless otherwise stipulated by the County.
3. **Estimated Costs.** Consistent with the requirements of N.J.S. 40:8A-6a(3), the parties hereby estimate that the total cost of the services to be provided by the Local Unit shall be in an amount not to exceed \$70,000.00.

D. DURATION OF AGREEMENT AND CONTINGENCIES.

This Agreement shall be effective from **February 5, 2014** to **February 4, 2015**.

TBRA programs must adhere to applicable uniform administrative requirements of the HOME program as described in 24 CFR 92.505 as well as OMB circular A 87 and OMB circular 133. This Agreement is contingent upon Local Unit's compliance with all rules, regulations and conditions as set out herein, and as set forth by the Department of Housing and Urban Development, Home Investment Partnership Program.

This Agreement is contingent upon the availability of HOME funds to the County of Gloucester. The Local Unit understands and acknowledges that in the event extenuating circumstances beyond the County's control may affect the availability of funds, it shall thereby affect availability to the Local Unit and render this Agreement null and void.

County may, by Resolution, on 90 days' notice to the Local Unit, terminate this agreement, in which event the parties shall have no further obligation to each other.

E. SET-OFF.

Should Local Unit either refuse or neglect to perform the service that Local Unit is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Local Unit's failure to perform, then and in that event,

such expense shall be deducted from any payment due to Local Unit. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority to the County by the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor any Local Unit intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

G. INDEMNIFICATION OF COUNTY.

- (a) During the term of this Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.
- (b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
- (c) The County and Local Unit agree as follows:
 - (i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;

- (ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

H. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

I. INSURANCE.

At all times during the term of this Agreement, the Local Unit shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall determined to be reasonably required. The Local Unit shall be obligated to pay for the cost of all such insurance as a component of the Costs of the Project.

J. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

K. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

L. MISCELLANEOUS.

1. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.
9. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

M. **EFFECTIVE DATE.** This Agreement shall be effective as of **February 5, 2014**, which date shall be considered the commencement date of this Agreement.

ATTEST:



 ROBERT N. DILELLA, CLERK

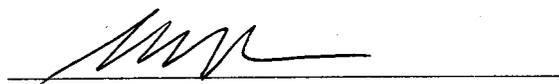
ATTEST:

COUNTY OF GLOUCESTER



 ROBERT M. DAMMING DIRECTOR

HOUSING AUTHORITY OF GLOUCESTER
 COUNTY



 By: Samuel V. Hudman
 Title: Executive Director