RESOLUTION SUMMARY

Housing

Resolution No.:

09-07-11G

Resolution Title:

Resolution Authorizing the Camden Redevelopment Agency to Enter into a Shared Services Agreement with the Housing Authority of the City of Camden for a Mentoring Program Using HUD's Neighborhood Stabilization 2

Program ("NSP 2") Funding

Project Summary:

- 1. In February 2010, CRA was awarded \$11.9 Million grant under HUD's Neighborhood Stabilization 2 Program ("NSP 2"), funded through the American Recovery and Reinvestment Act of 2009 ("ARRA"). CRA is administering the implementation of the NSP 2 grant funds to stabilize targeted neighborhoods in the City whose viability is negatively affected by properties that are vacant or have been foreclosed upon or abandoned. Similarly, HACC was also awarded a \$14MM grant for its NSP 2 program.
- 2. CRA by way of Resolution 12-08-10A adopted Section 3 Policy and Guidelines as required by HUD, ensuring to the greatest extent feasible that employment, training and other economic opportunities are directed to low and very low income residents of Camden and businesses.
- 3. CRA and HACC seek to ensure that not only NSP 2 goals, but also those of Section 3 are met by working jointly and cooperatively to provide or receive any service with respect to Section 3 activities generated from NSP 2 construction related activities.
- 4. NSP 2 Construction Mentoring Program HACC administers a YouthBuild Program, which offers vocational training in the construction trades and academic training to at-risk youth and young adults, who are Section 3 eligible residents of Camden (low- and very low-income).
 - a. HACC will refer YouthBuild participants to CRA for construction trades training opportunities generated by CRA NSP 2-funded construction activity.
 - b. CRA will place trainees at designated NSP 2 funded construction sites, and provide stipends to trainees.
 - c. HACC YouthBuild will provide case management and supportive services to each trainee throughout their participation in the NSP 2 Construction Mentoring program.
 - d. Both CRA and HACC will share responsibility for meeting Federal reporting requirements and related tasks as required.
- 5. Additionally, the CRA and the HACC will seek to jointly pursue Federal funding when appropriate to advance both Agencies' respective Section 3 goals. See Exhibit A.

Purpose of the Resolution:

Authorization of a Shared Services Agreement between the CRA and the HACC.

Award Process: N/A

Cost Not to Exceed: \$90,000.000

Source of funds: Neighborhood Stabilization Program 2 Grant Funds

Resolution Authorizing the Camden Redevelopment Agency to Enter into a Shared Services Agreement with the Housing Authority of the City of Camden for a Mentoring Program Using HUD's Neighborhood Stabilization Program 2 ("NSP 2") Funding

WHEREAS, the City of Camden Redevelopment Agency ("CRA") is charged with the duty of redevelopment throughout the City of Camden; and

WHEREAS, in January 2010, the CRA/City of Camden applied for and was awarded a \$11.9 Million grant under the Neighborhood Stabilization Program ("NSP 2") by the U.S. Department of Housing and Urban Development ("HUD"), pursuant to the American Recovery and Reinvestment Act of 2009 and the Housing and Economic Recovery Act of 2008, for the purposes of stabilizing neighborhoods whose viability is negatively affected by properties that have been foreclosed upon or are vacant and abandoned and assisting in the redevelopment of these properties; and

WHEREAS, in January 2010, the Housing Authority of the City of Camden ("HACC") also applied for and was awarded a \$14 Million grant under the Neighborhood Stabilization Program ("NSP 2") by the U.S. Department of Housing and Urban Development ("HUD"), and

WHEREAS, under the NSP 2 grant regulations and in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170) ("Section 3"), CRA and HACC must ensure that employment and other economic opportunities generated by NSP 2 funds are directed to the greatest extent feasible to low- and very low-income residents of Camden and to businesses, which provide economic opportunities to low- and very low-income persons; and

WHEREAS, CRA by way of Resolution 12-08-10A adopted Section 3 Policies and Guidelines as required by HUD to ensure to the greatest extent feasible that employment, training and other economic opportunities are directed to low- and very low-income residents of Camden and businesses; and

WHEREAS, CRA and HACC desire that NSP 2 goals as well as those of Section 3 are met by together working jointly and cooperatively to provide or receive any service with respect to Section 3 activities generated from NSP 2 construction related activities; and

WHEREAS, CRA and HACC desire to enter into a Shared Services Agreement for the purposes set forth in this resolution and consistent with the New Jersey "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 through 40A:65; and

WHEREAS, HACC does administer a YouthBuild Program, which offers on a city-wide basis vocational training in the construction trades and academic training to at-risk youth and young adults, who are low and very low income Camden residents and therefore Section 3 eligible residents; and

09-07-11G (cont'd)

WHEREAS, HACC will refer HACC YouthBuild participants to CRA for construction trades training opportunities generated by CRA NSP 2-funded construction activity, and provide case management and supportive services among other services to each YouthBuild trainee; and

WHEREAS, CRA will place trainees at designated NSP 2-funded construction sites, and provide stipends to trainees among other services to each YouthBuild trainee participating in the NSP 2 Construction Mentoring Program; and

WHEREAS, CRA and the HACC will seek to jointly pursue other Federal Funding for Section 3 program activities when appropriate to advance both Agencies' respective Section 3 goals.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Camden Redevelopment Agency that the Executive Director is hereby authorized to enter into a Shared Services Agreement in substantially the form attached hereto as Exhibit A on the terms and conditions set forth within that Agreement, provided, however, that the Executive Director may, in her discretion, make such changes to the form of the Shared Services Agreement attached as she deems necessary and in the best interest of the CRA and to execute any such documents and to take such further actions that are necessary to facilitate the intent of this Resolution.

ON MOTION OF:

Jose Vazquez

SECONDED BY:

Gloria Pena

AYES

NAYS

ABSTENTIONS

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Melinda Sanchez Chairperson

ATTEST

Saundra Ross Johnson

Executive Director

EXHIBIT A

UNIFORM SHARED SERVICES AGREEMENT HOUSING AUTHORITY OF THE CITY OF CAMDEN and CAMDEN REDEVELOPMENT AGENCY

This agreement, effective this day_____ September 2011, is between the Housing Authority of the City of Camden, with a central office address at 2021 Watson Street, 2nd Floor, Camden, New Jersey 08105, and the Camden Redevelopment Agency, with a central office address at City Hall, 520 Market Street, 13th Floor, Camden, New Jersey, 08101.

Recitals

WHEREAS, the agencies thereof have vested interests in ensuring that services and processes are economized for the overall benefit of the City and its residents; and

WHEREAS, the Housing Authority of the City of Camden (HACC) and the Camden Redevelopment Agency (CRA), (collectively the Parties) receive federal funds from the United States Department of Housing and Urban Development (HUD) and other federal agencies, independent of each other, for which the reporting requirements are the same or similar; and

WHEREAS, the Parties have each received federal funds pursuant to the American Recovery and Reinvestment Act (ARRA) for the Neighborhood Stabilization Program (NSP2), which requires similar reporting requirements;

WHEREAS, the Parties are required by HUD to administer a Section 3 Program because they are recipients of HUD funding; and

WHEREAS, the HACC has a long history of administering a Section 3 Program; and

WHEREAS, the Parties seek to assure that goals of the HACC's YouthBuild Program are successful by connecting their Section 3 Program with the HACC's YouthBuild Program; and

WHEREAS, both Parties seek to compete jointly for additional federal funding relating to employment of and contracts for Section 3 residents and businesses, particularly those located in the City of Camden and other funding opportunities that might arise;

09-07-11G Exhibit A (cont'd)

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. GENERAL CONDITIONS:

The Parties agree to cooperate with each other and to share the services agreed to as outlined herein:

- A. The Parties agree to a Uniform Shared Services Agreement (Agreement) consistent with the New Jersey "Uniform Shared Services and Consolidation Act" (Act), N.J.S.A. 40A:65-1 through 40A:65-35 for local units of government.
- B. The purpose of the Agreement is to encourage the financial accountability among and within the City of Camden by reducing waste and duplicative services.
- C. The Parties to this Agreement may provide or receive any service with respect to Section 3 activities for NSP2 programs.
- D. Each Party agrees that it shall be responsible for insurance liability for itself, its Board, Council directors, officers and employees for activities performed or services provided or received under this Agreement; neither party shall indemnify the other.
- E. Should the Parties retain a third party to provide services under this Agreement, such contract shall be made in accordance with the "Local Public Contracts Law," N.J.S.A. 40A:11-1 et. seq.
- F. Any discrepancy or dispute among the Parties shall be handled in accordance with the Act.
- G. Consistent with the Act, a copy of this executed Agreement shall be filed with the New Jersey Department of Community Affairs, Division of Local Government Services ("DCA") and shall be on file for inspection by the public at each of the central offices of the Parties.
- H. Each Party shall authorize this Agreement and accept its terms and conditions by adoption of a Resolution that clearly identifies the Agreement by reference, although the Resolution need not set forth the terms of this Agreement in full.

II. SHARED SERVICES

- A. The HACC agrees to perform the following services:
 - a. List stimulus funded participants of YouthBuild to participate in the NSP2 Construction Mentoring Program to persons designated by the CRA for construction trades training opportunities.
 - b. HACC YouthBuild will provide case management and supportive services to each trainee throughout their time in the program
 - c. Share responsibilities for responding to federal funding opportunities to further Section 3 goals.
- B. The CRA agrees to perform the following services:
 - a. Place YouthBuild trainees on NSP2 construction sites and pair with site supervisors to expose them to all aspects of construction management and project development.
 - b. Provide stipend to trainees throughout their time on a project site.
 - c. Share responsibilities for responding to federal funding opportunities to further Section 3 goals.
- C. Each Party will assist with related tasks, as may be requested, from time to time.

III. TERM OF AGREEMENT/TERMINATION

- A. This Agreement shall commence upon the adoption of Resolutions of all the Parties and shall terminate on December 2012, if not earlier terminated.
- B. Each of the Parties may terminate its services under this Agreement with or without cause or for convenience of the Party. Each of the Parties agrees to provide at least thirty (30) days notice to each of the other Parties, for convenience and planning purposes.
- C. This Agreement may be modified by the Parties, provided that such Resolutions of each of the Parties for such modification have been adopted. Such modified Agreement shall be re-filed with the DCA.

I. REPORTING REQUIREMENTS

- A. Each of the Parties agree to maintain reports, minutes of meetings, or activities performed for services provided or received under this Agreement, in form attached hereto and incorporated herein.
- B. Such Reports shall be distributed to _____ and made available for inspection by the public at each of the respective Parties central offices.

09-07-11G Exhibit A (cont'd)

II. NOTICES: All notices shall be sent by regular or certified mail to the following:

The Housing Authority of the City of Camden 2021 Watson Street, 2nd Floor Camden, NJ 08105
Attention: Executive Director

The Camden Redevelopment Agency 520 Market Street, 13th Floor City Hall Camden, NJ 08101 Attention: Executive Director

III. Miscellaneous. This Agreement contains the entire agreement of the Parties.

THE HOUSING AUTHORITY OF THE CITY OF CAMDEN

Maria Marquez, Ph.D. Executive Director

CAMDEN REDEVELOPMENT AGENCY

Saundra Ross Johnson Executive Director