

RESOLUTION NO. 2016 - 158

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MILLVILLE, THE CITY OF BRIDGETON, THE TOWNSHIP OF FAIRFIELD, THE TOWNSHIP OF PITTSGROVE, AND THE CITY OF VINELAND AS THE LEAD ENTITY FOR PARTICIPATION IN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOME PROGRAM IN ACCORDANCE WITH N.J.S.A. 40:8a-1, ET SEQ.

WHEREAS, the Cities of Vineland, Millville and Bridgeton, the Townships of Fairfield and Pittsgrove intend upon participating as a Consortium for the purpose of providing housing assistance activities funded by the HOME Investment Partnership Program as authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990; and

WHEREAS, it is the intent of the proposed Consortium that the City of Vineland act in the capacity of lead entity for the purpose of implementing HOME Program activities in accordance with HUD regulations; and

WHEREAS, the City Council of the City of Vineland finds it in the best interest of the City to authorize an agreement to participate as a Consortium with the Cities of Bridgeton and Millville, the Townships of Fairfield and Pittsgrove, with Vineland being the lead entity, for the Federal Fiscal Years 2017 through 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. The Mayor and Solicitor are authorized to execute an Interlocal Services Agreement with the Cities of Bridgeton and Millville, the Townships of Fairfield and Pittsgrove for the purpose of undertaking housing assistance activities funded by the HOME Investment Partnership Program in the form as attached hereto and made a part hereof.
2. A copy of the Contract shall be filed and open to the public at the Office of the Municipal Clerk in accordance with N.J.S.A. 40:8A-4.
3. The Contract shall take effect upon the adoption of appropriate Resolutions by all parties.

Adopted:

President of Council

ATTEST:

City Clerk



Ken Heather
Community Development Program
Vineland City Hall, 640 E. Wood St.
Vineland, NJ 08360
Phone: (856) 794-4077
Fax: (856) 405-4612
E-mail: kheather@vinelandcity.org

April 7, 2016

Robert E. Dickenson, Jr.
City of Vineland
Business Administration
Vineland, NJ
08360

Dear Mr. Dickenson:

As a follow up to the agreement with all partners in continuing as a HUD HOME Consortium Entitlement Community, companion resolutions from each partner need be prepared and submitted as part of the Consortium renewal process. For reference, I have enclosed a copy of your last resolution that now should include the City of Vineland, the City of Millville, the City of Bridgeton and the Townships of Fairfield & Pittsgrove. If possible, please have these submitted to my office by May 30th. Any questions or concerns please do not hesitate to contact me.

Sincerely,



Ken Heather



AGREEMENT

THIS AGREEMENT is made on June 24, 2016 by and among the CITY OF VINELAND, the CITY OF MILLVILLE, the CITY OF BRIDGETON, the TOWNSHIP OF FAIRFIELD and the TOWNSHIP OF PITTSBORO, municipal corporations of the State of New Jersey.

WITNESSETH:

WHEREAS, N.J.S.A. 40A:65-1 et seq. (Uniform Shared Services and Consolidation Act) permits any local unit of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the City of Vineland, the City of Millville, the City of Bridgeton the Township of Fairfield and the Township of Pittsgrove desire to enter into a legally binding Cooperation Agreement providing for participation as a Consortium in undertaking housing assistance activities funded by the HOME Investment Partnership Program as authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990.

NOW, THEREFORE, in consideration of the mutual covenants and terms contained herein, the parties hereto agree as follows:

1. To cooperate to undertake or to assist in undertaking housing assistance activities for low and moderate-income persons in accordance with the regulations of the HOME Investment Partnerships Program.
2. To authorize the City of Vineland (hereinafter referred to as the Lead Entity) to act in a representative capacity for the City of Millville, the City of Bridgeton, the Township of Fairfield and the Township of Pittsgrove for the purpose of implementing HOME Program activities.
3. That the City of Vineland, as Lead Entity, assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24CFR Parts 92 and 91 and the requirements of 24CFR 92.350. No member unit can obstruct the implementation of the Consortium's approved Consolidated Plan by veto or other restriction.
4. To participate in the cost of the administrative responsibilities as are set forth in the HOME Investment Partnership Program Regulations, including but not limited to preparation of the HOME Partnerships Application, preparation of

- the Environmental Review Record for the various projects, project set-up reports, progress reports, financial reports, program amendments, completion report, designation of Community Housing Development Organizations (CHDO's), preparation of contractual documents and monitoring of the CHDO activities, etc.
5. That, in consideration of carrying out all of the administrative, programmatic, and financial responsibilities, each Participating Jurisdiction (Millville, Bridgeton, Fairfield and Pittsgrove) will reserve 3.5% of their total HOME Budget for use by the Lead Entity (Vineland). The percentage of HOME budget to be charged for administration by the City of Vineland, as Lead Entity, shall represent the maximum amount to be invoiced, based on the submission of an accounting of the actual time charged by City personnel, along with the related expenses for overall administration of the HOME Program. The Lead Entity will draw funds periodically and will provide an annual accounting to each of the Participating Jurisdictions.
 6. To adhere to the administrative procedures for program implementation attached to this document as Exhibit A.
 7. To ensure that activities are undertaken which will affirmatively further fair housing.
 8. That this agreement shall be signed by the Mayors, as Chief Executive Officers, of the Cities of Vineland, Millville, Bridgeton and the Townships of Fairfield and Pittsgrove, pursuant to authorization per Resolution adopted at a regular meeting of each Municipality's governing body.
 9. That the term of this agreement is such that it will, at a minimum, remain in effect until the HOME funds received during each of the federal fiscal years of the beginning Federal Fiscal Year 2017 and extending through FY 2019 are expended on eligible activities or returned to HUD. This agreement remains in effect during the specified time period and all partners are prohibited from withdrawal from this agreement during such time.
 10. That HUD will recognize the Consortium, comprising the City of Vineland, the City of Millville, the City of Bridgeton, the Township of Fairfield and the Township of Pittsgrove as a unit of general local government and a Participating Jurisdiction for the purposes of the HOME Program for the term of this Agreement.
 11. That amendments to this Consortium Cooperation Agreement may be considered from time to time and will be signed by the respective Chief Executive Officers of the participating units of local government and will be

reported to the Newark Area Office of the Department of Housing and Urban Development.

12. That the City of Vineland as Lead Entity, shall notify HUD that this Consortium Cooperation Agreement by and among the City of Vineland, the City of Millville, the City of Bridgeton, the Township of Fairfield and the Township of Pittsgrove has been executed and that the Consortium has sufficient authority and administrative capacity to carry out the purpose of the HOME Investment Partnerships Program as a basis for requesting HOME Program funding.
13. That the City of Millville, the City of Bridgeton, the Township of Fairfield and the Township of Pittsgrove agree to provide any and all information and documentation necessary for the City of Vineland to implement HOME Program activities.
14. That any penalties as a result of errors or omissions or over-expenditures determined to be the responsibility of a participating municipality shall be the responsibility of said municipality.
15. That Vineland, Millville, Bridgeton, Fairfield, and Pittsgrove shall each design their Housing Assistance Program in accordance with the priorities set forth in their respective Consolidated Plan documents.
16. That all Consortium Partners are on the same program year start date (July 1) and end date (June 30) for CDBG and HOME.
17. That Vineland, Millville, Bridgeton, Fairfield, and Pittsgrove, as Participating Jurisdictions in the HOME Consortium, agree that every effort must be made to ensure that all funds appropriated to the Consortium for HOME Program activities, including those activities undertaken by selected CHDO's, are obligated and expended in a timely and professional manner. Towards this end, the Participating Jurisdictions each agree that, to the extent that HOME funds are still available (unobligated or not anticipated to be expended) within a prescribed period of time prior to the end of the applicable federal contract term, then a Participating Jurisdiction shall be eligible to spend fund balances from other jurisdictions' not obligated/ unanticipated expended balances from the current fiscal year budget and have said expenditures chargeable to that municipality's subsequent year allocation so long as the subsequent clearances, including environmental release of funds and certification, have been obtained. This assumes that the Participating Jurisdiction that has funds not yet obligated or not anticipated to be expended and that is committed to spend its full allocation will in fact do so within a reasonable period of time. In the event that repeated delinquencies in the obligation and/or expenditure of funds occur over more than a two (2) year cycle, the Lead Entity will consider

reallocation of said non-obligated, unexpended balances to that Participating Jurisdiction that has undertaken an accelerated implementation/expenditures program as is provided for in this paragraph.

18. That the amount of HOME funding allocated to each Consortium member for each Fiscal Year shall correspond to the amount that that member adds to the entire Consortium allocation as reflected in the Consortium Share Report provided on the HUD website.

RECOMMENDED TIME FRAME FOR HOME FUNDS

Commitment

If funds remain uncommitted **after 12 months**: lead agency should notify community of obligation to commit within 24 months and ask for status report. Community still has the option of reprogramming funds to another project in the community.

If funds remain uncommitted **after 14 months**: lead agency should advise community that funds will be recaptured by the consortium if not committed in 2 months. Advise other consortium members of possible availability of additional funds and ask for possible other projects that could be funded.

If funds remain uncommitted **after 16 months**: advise community that funds have been de-obligated for the slow-moving project and award the recaptured funds to other Participating Jurisdictions with ready projects on a rotating basis.

Funds for new projects must still be committed within 24 months.

Expenditure

If funds remain unexpended **after 36 months**: lead agency should notify community that funds will be recaptured in 42 months if funds remain unexpended. Request status report.

If funds remain unexpended **after 42 months**: lead agency should advise community that funds will be recaptured by the consortium if not expended in two months. Advise other consortium members of the possibility of additional funds for ready projects.

If funds remain unexpended **after 44 months**: lead agency should advise community that funds for the project in question have been de-obligated. Award to another eligible project in another community.

Funds for new projects must still be expended within 60 months.

SIGNATURE PAGE

CITY OF VINELAND

CITY OF BRIDGETON

By: _____
Ruben Bermudez, Mayor

Albert B. Kelly, Mayor

CITY OF MILLVILLE

TOWNSHIP OF FAIRFIELD

By: _____
Michael Santiago, Mayor

Benjamin Byrd, Mayor

TOWNSHIP OF PITTS GROVE

By: _____
Dr. Fiore Copare, Mayor

EXHIBIT A
TO COOPERATION AGREEMENT
BY AND AMONG THE CITY OF VINELAND, CITY OF MILLVILLE, CITY OF
BRIDGETON, TOWNSHIP OF FAIRFIELD AND TOWNSHIP OF PITTSBORO,
PARTICIPATING JURISDICTIONS IN THE HOME INVESTMENT
PARTNERSHIPS PROGRAM CONSORTIUM

ADMINISTRATIVE PROCEDURES
FOR PROGRAM IMPLEMENTATION

1. The city of Vineland, as Lead Entity, will be responsible for all requisitions to HUD per the cash management system on behalf of Millville, Bridgeton, Fairfield and Pittsgrove, the Participating Jurisdictions. As a condition of the City of Vineland submitting a drawdown, each Participating Jurisdiction must provide supporting documentation evidencing performance in implementing HOME activities in a form acceptable to the Lead Entity and must include:
 - a. HUD Form 40094, Attachment G, Project Set-up Report
 - b. Environmental Review Compliance Threshold Screening Form

Requisitions from Participating Jurisdictions must be forwarded to the Community Development office of the Lead Entity. Thereafter, the requisition will be reviewed by the Director of Community Development for form and content. The Comptroller's Office will process the requisition upon receipt of review comments from the Community Development Office. The Community Development Office will perform an initial review and, subsequently, conduct periodic monitoring of the files retained in the offices of Participating Jurisdictions. This will enable the Lead Entity to verify the documentation forwarded as part of the request process described above.

2. As a condition of submission of the initial drawdown for HOME funds, the Participating Jurisdictions (Vineland, Millville, Bridgeton, Fairfield and Pittsgrove) must individually demonstrate availability of the local match. This can include a computation of the actual matching funds in terms of percentage and dollar for activities contemplated to be implemented through the Program, a description of the source of funds to be used as the match and proof that the funds are available.

Each City will be required to meet its match threshold and, as applicable, will carry forward unutilized match balances for future years' programs. Each city will retain a separate accounting of its match, which will be consolidated and reported to HUD by the Lead Entity.

The Lead Entity will provide a form for use in reporting the amount of local share available for current and future activities. It is anticipated that this reporting will be required semi-annually.

Based on the provisions of the HOME regulations, the participating Jurisdictions acknowledge that 10% of the total HOME allocation may be chargeable to administration. The balance, which will represent approximately 90% of the total HOME allocation is the amount which will require the commitment of matching funds as part of the implementation phase in the manner outlined in the preceding paragraphs. Further, 15% of the total HOME allocation must be reserved for use by Community Housing Development Organizations (CHDOs).

3. In light of the fact that the City of Vineland, as Lead Entity, will be responsible for the drawing down of all funds and retaining records regarding same, the City will require each Participating Jurisdiction (Millville, Bridgeton, Fairfield and Pittsgrove) to reserve 3.5% of the total HOME budget for use by the City of Vineland in the processing of requisitions, maintenance of project files, reporting to HUD and related financial services, including the cost for a Single Audit, as required by HUD. The percentage of the HOME budget to be charged for administration by the City of Vineland, as Lead Entity, shall represent the maximum amount to be invoiced, based on the submission of an accounting of the actual time charged by City personnel, along with related expenses for overall administration of the HOME Program. The Lead Entity will draw funds periodically and will annually provide an accounting to each of the Participating Jurisdictions.
4. As a condition of each drawdown of funds for the Participating Jurisdiction, evidence must be provided by the Participating Jurisdiction that the Environmental Review Process has been completed.
5. With regard to the use of funding for Community Housing Development Organizations (CHDOs), the Participating Jurisdiction must provide evidence that it is a private non-profit organization meeting all of the criteria set forth by HUD in the HOME Regulations. The Participating Jurisdiction must provide evidence of CHDO performance, including supporting documentation as to the basis for the drawdown of funds as a matter of record for the requisition file.
6. Section 218(g) of the HOME statute, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12748), imposes a 24-month deadline on the commitment of HOME funds by PJs. If the PJ does not commit the funds by the deadline, the PJ's right to draw the funds from its HOME investment Trust Fund expires and HUD must reduce the line of credit in the PJ's HOME Investment Trust Fund. In accordance with this statutory requirement, the HOME rule at §92.500(d)(1)(B) requires each PJ to commit its funds in the HOME Investment Trust Fund U.S. Treasury account within 24-months after the last day of the month in which HUD notifies the PJ of HUD's execution of the HOME grant agreement. HUD must reduce or recapture HOME funds that are not committed by this 24-month deadline. Because the 24-month commitment requirement is statutory, it cannot be waived. (See Attached Time Frame)

Time Frame for HOME Funds

