

**RESOLUTION NO. 2021**     -49    

**RESOLUTION AUTHORIZING ENTERING INTO  
A CONTRACT WITH AN ADMINISTRATIVE  
AGENT FOR THE ADMINISTRATION OF  
AFFORDABLE HOUSING UNITS.**

**WHEREAS**, the Planning Board of the City of Vineland adopted a Limited Amendment to the City's Third Round Housing Plan Element and Fair Share Plan at a public hearing on November 12, 2020, which was endorsed by the City Council on January 26, 2021; and

**WHEREAS**, the City Council had previously created by ordinance the position of Administrative Agent; and

**WHEREAS**, the Mayor and City Council of the City of Vineland wish to enter into a contract with Triad Associates, which is attached hereto as Exhibit A, to become the City's Affordable Housing Administrative Agent for the purpose of administering and enforcing the affordability controls and the Affirmative Marketing Plan of the City of Vineland, in accordance with acceptable COAH regulations and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Vineland, County of Cumberland, State of New Jersey, that Triad Associates is hereby designated as the City's Affordable Housing Administrative Agent; and

**BE IT FURTHER RESOLVED** that the Mayor and the Municipal Clerk are hereby authorized to sign the contract between the City of Vineland and Triad Associates, which is attached hereto as Exhibit A; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect pursuant to law.

Adopted:

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President of Council

ATTEST:

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KEITH PETROSKY, RMC, MUNICIPAL CLERK

# **EXHIBIT A**

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made September 29, 2020 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **CITY OF VINELAND**, 640 Wood Street, Vineland, New Jersey 08360 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description and Scope of Services" (the "Services"), attached and made a part of this Agreement, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.
6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).

7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
  - a. Principal's nonpayment of compensation as required by Exhibit B;
  - b. Principal's failure to pay invoices within 45 days of receipt;
  - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bare their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against Consultant by any third party and arising out of or in connection with bodily injury or property damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.



18. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

<b>To the Consultant:</b>	<b>To the Principal(s):</b>
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	CITY OF VINELAND 640 Wood Street Vineland, New Jersey 08360
Attention: Carolyn P Zumpino President	Attention: Robert Dickenson Business Administrator

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

The Consultant and Principal executed this Agreement as of the date first above written.

For TRIAD ASSOCIATES

Monica Merri  
Witness/Attest

Carolyn P Zumpino  
Carolyn P Zumpino  
President

Date: September 29, 2020

For CITY OF VINELAND

\_\_\_\_\_  
Witness/Attest

\_\_\_\_\_  
By: Anthony Fanucci  
Mayor

Date: \_\_\_\_\_

**BILLING CONTACT INFORMATION:**

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

*Please Print*

Name/Title: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**CERTIFICATION OF FUNDS**

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

## EXHIBIT A

### PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated September 29, 2020 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF VINELAND** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

#### SCOPE OF SERVICES

- A. Administrative Agent Services for For-Sale and For-Rent
- B. Technical Assistance Services

#### I. ADMINISTRATIVE AGENT SERVICES FOR FOR-SALE AND FOR-RENT UNITS

The Consultant, upon the request of the Principal and subject to New Jersey Fair Share Housing (NJFSHC) approval, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.1 et seq. of the regulations promulgated there under (the Rules) **for the administration of for-rent and for-sale units approved through the Fair Share Settlement Agreement and the City's Housing Element and Fair Share Plan**, which include:

##### A. Affirmative Marketing

- a. Conducting an outreach process to ensure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Principal and the provisions of N.J.A.C. 5:80-26.15;
- b. Listing of all available affordable units on the New Jersey Housing Resource Center website in accordance with Act 2527 concerning online marketing of affordable housing units and supplementing P.L.1985, c.222 (C.52:27D-301 et al.);
- c. Providing counseling or referral to counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law; and
- d. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH.

##### B. Household Certification

- a. Soliciting, scheduling, conducting and following up on interviews with interested households;
- b. Conducting interviews with applicants to determine housing needs, timelines, credit score;
- c. Obtaining sufficient documentation of gross income, household size and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
- d. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- e. Creating and maintaining a waitlist of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;
- f. Requiring that all certified applicants for restricted units execute a Certification of Household Eligibility for ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1.; and
- g. Employing a random selection process as provided in the Affirmative Marketing Plan of the Principal when referring households for certification to affordable units.



**C. Affordability Controls**

1. Furnishing to attorneys, developers or closing agents forms of deed restrictions for recording at the time of conveyance of title of each restricted unit;
2. Obtaining documentation, to include deed restrictions and Group Home Survey, as required by Fair Share Housing Center, for Group Homes, if required;
3. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate.
4. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit.
5. Communicating with lenders regarding foreclosures.
6. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

**D. Resale and Rental**

1. Instituting and maintaining an effective means of communicating information between owners/landlords and the Administrative Agent regarding the availability of restricted units for rental;
2. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for re-sale, which could be emails, letters, social media posts, website posts and listing on NJHRC.
3. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for rent.
4. Ensuring ongoing compliance with N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

**E. Processing Requests from Unit Owners**

1. Reviewing and making determinations from owners of restricted units who wish to take out home equity loans or refinancing during the term of their ownership;
2. Responding to letters of Intent to Sell from homeowners and communicate maximum sale price according to COAH calculators;
3. Notifying the municipality of an owner's intent to sell a restricted unit;
4. Processing requests and making determinations on requests by owners of restricted units for hardship waivers;
5. Reviewing and determining approvals to increase sales price from owners of restricted units who wish to make capital improvements to the units that would affect the selling price; such authorizations to be limited to those improvements resulting in additional bedrooms and bathrooms and the cost of central air conditioning systems; and.

**F. Enforcement**

1. Securing annually from the Municipality a listing of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
2. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent.



3. The notification annually for all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made.
4. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
5. Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
6. Creating and publishing a written operating manual, as approved by COAH, setting forth procedures for administering such affordability controls;
7. Providing annual reports to COAH as required; and
8. Such other responsibilities as may be necessary to carry out the role and responsibilities of Administrative Agent as defined by COAH and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq.

**Agency Enforcement and Delegation.** Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to Act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.

**Assignment of Affordable Housing Units.** This Agreement shall govern the provision of affordability control services for the following affordable housing units located within the municipality that fall under the jurisdiction of the Act: Units to be specified upon receipt of Substantive Certification for the municipality's Third Round Plan.

**Public Records** – Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the Principal as defined by N.J.S.A. 47:3-16, and are legal property of the Principal. The Consultant named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

## EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated September 29, 2020 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF VINELAND** ("Principal").

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** The Principal shall provide compensation for Affordable Housing Administrative Agent services provided in Exhibit A according the following fee schedule which includes all travel, clerical and related expenses:

### ADMINISTRATIVE AGENT SERVICES

#### A. RENT / RE-RENT

Service	Fee	Paid by:
Operating Manual	Flat fee \$2,500	City of Vineland
Affirmative Marketing, if applicable	\$3,000 plus direct expenses not to exceed \$750	City of Vineland / Developer
Wait List Management: Maintain an applicant pool and waiting list for the Rental and/or Re-Rental of Units, including mailing annual monitoring letters.	\$150 per month/ \$1,800 per year	City of Vineland
Household Certification Rentals For completion of each Eligibility Certification or Denial in accordance with the Scope of Services	\$950 per certification	City of Vineland / Developer

#### B. RE-SALES

Service	Fee	Paid by:
Operating Manual	Flat fee \$2,500	City of Vineland
Affirmative Marketing, if applicable	\$3,000 plus direct expenses not to exceed \$750	City of Vineland / Developer
Wait List Management: Maintain an applicant pool and waiting list for the Sale and/or Re-Sale of Units, including mailing annual monitoring letters.	\$150 per month/ \$1,800 per year	City of Vineland
Household Certification Sales For completion of each Eligibility Certification or Denial in accordance with the Scope of Services	\$1,000.00 for the completion of each Eligibility Certification or Denial, and an additional \$450.00 for each certification that proceeds to closing, for a maximum fee of \$1,450.00	City of Vineland / Developer
Re-Sales For Re-Sales services identified in the Scope of Services, Consultant will be paid a fee of \$2,500 upon closing. Fee Payable by Seller at Closing	Flat fee \$2,500	Property Owner
Refinancing and Home Equity Transactions The Owner of the Affordable Unit will be charged a fee at closing	\$375.00 Lump Sum Fee	Property Owner

**C. TECHNICAL ASSISTANCE**

Program Consultant will be paid a fee for the provision of General Oversight services, development of new programs, and the provision of services necessary for compliance with Court ordered requirements, accordance with the Scope of Services.	\$140.00 Hourly not to exceed \$5,000	City of Vineland
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**METHOD OF PAYMENT:**

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Administrative Agent Services identified in Exhibit A.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

**UNSPECIFIED TECHNICAL SERVICES:** For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

**OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES:** Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

**COPIES:** Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.