

**MANAGEMENT AGREEMENT  
BY AND BETWEEN  
HOUSING AUTHORITY OF THE CITY OF BEVERLY  
AND  
THE HOUSING AUTHORITY OF THE TOWNSHIP OF FLORENCE**

**RESOLUTION 2021-19**

THIS AGREEMENT is made on this 21 day of October 2021 by and between the Housing Authority of the City of Beverly (herein "BHA") and the Housing Authority of the Township of Florence (herein "FHA").

**PREAMBLE**

WHEREAS, the FHA wishes to retain the management services of the BHA,

NOW, THEREFORE, the parties agree as follows:

1. **AGREEMENT TO MANAGE.** The BHA hereby agrees that it shall provide professional management services for the FHA in accordance with the terms and conditions of this Agreement. The FHA agrees to reimburse the BHA for said services in accordance with the terms and conditions of this Agreement.
2. **COMPENSATION.** The BHA shall be compensated for the services provided hereunder as follows:

It is the intention of the parties that the amounts paid to the BHA by the FHA shall constitute payment for services rendered and all administrative and overhead costs of BHA incurred as a result of providing services to the FHA including, but not limited to the compensation and all fringe benefits of the BHA employee which are allocable to the time each of the BHA employee spends rendering services to the FHA under the terms of this agreement. Such services shall be rendered at the office of the FHA and BHA and projects of the FHA and during regular business hours shall be paid as follows:

The FHA shall compensate the BHA at the rate of \$71,500. or as any future increases in the budgeted amount per annum payable in monthly installments of twelve (12) equal payments as full compensation for the services of the Executive Director position including salary, benefits, and administrative overhead. The BHA employee shall continue to receive their regular salary from the BHA.

Payment shall be made for services rendered. The BHA shall submit monthly bills to the FHA.

Notwithstanding any other provisions herein, total payments under this contract shall not exceed the budgeted amount without further authorization from the FHA. In the event that the contract maximum of budgeted amount is reached and the FHA does not authorize further expenditures, the BHA shall have no further obligation to perform services under this agreement.

**3. SCOPE OF SERVICES.** The BHA shall perform the following:

- a. Carry out the organizational, supervisory, coordinating and monitoring functions attendant to the position of Executive Director.
- b. Provide leadership to the FHA staff, residents, and the community in the development, rehabilitation, management and maintenance of decent, safe, and sanitary housing for low-income residents of the Township of Florence.
- c. Establish appropriate advocacy relationships with, and act as the FHA's primary spokesperson and representative to local, state, and federal elected officials and administrative personnel, tenant representatives and organizations, public media, and private sector organizations, and foundations.
- d. Promote the creation and sustenance of cohesive, functioning tenant organizations in order to facilitate a management partnership between the FHA and the residents and to enhance the resident's capacity for increased decision-making and site management roles and responsibilities.
- e. Advocate through appropriate channels legislative and administrative policies, programs, and positions which will advance the FHA's residential mandate.
- f. Perform all executive and management duties which an Executive Director is authorized to perform for the FHA.
- g. Take all personnel, managerial, and administrative actions to facilitate the operation of the FHA.
- h. Assist the Board of the FHA, if requested, to locate a competent executive director for the FHA and to advise the FHA regarding the selection and appointment of a competent executive director.
- i. Coordinate and oversee the transition of all functions exercised by BHA under this agreement to employees of the FHA.
- j. Make recommendations for plans and policies to correct any managerial deficiencies.

#### 4. RIGHT TO HIRE OTHERS

- a. The BHA shall have the right to designate additional employees of its staff to assist in fulfilling the BHA's responsibilities under this Agreement subject to the prior approval of the FHA. Compensation for such employee shall be agreed to by the BHA and the FHA.
- b. The BHA shall have the right to employ additional individuals subject to the prior approval of the FHA.

5. **INDEPENDENT CONTRACTOR.** BHA employees designated to perform services under this contract shall be deemed to be employees of BHA only, as a group and separately, and shall not be deemed to be employees of the FHA for any purpose whatsoever.

6. **CONTRACT PERIOD.** This contract shall be effective upon execution of this Agreement and shall continue until September 30, 2026. The parties may agree to extend the term of this contract by a subsequent addendum or new contract in the future.

7. **BOND AND INSURANCE.** The BHA on the effective date of this contract shall furnish the FHA with a fidelity bond issued by a surety company satisfactory to the FHA in the amount of \$1,000,000 indemnifying the FHA against loss, theft, embezzlement, or other fraudulent acts on the part of the BHA or its employees. The FHA shall reimburse the BHA for the cost of this bond.

8. **TERMINATION.** This contract may be terminated as follows:

- a. Upon sixty (60) days written notice by one party to the other.
- b. The Employee may be terminated without cause during the term of this contract upon service of a written notice of termination. In that event, the Employee, individually and not the BHA shall receive a severance amount equal to two years base salary within thirty (30) days of service of the notice of termination.
- c. By the FHA, whenever the BHA is in material default in the performance of this contract in accordance with its terms, including the failure to demonstrate progress in the prosecution of the work, provided that the BHA is given written notice specifying the default and has failed to cure such default within ten (10) days from receipt of such notice. Upon such

failure to cure, this contract shall be deemed to be terminated and of no further force and effect.

9. **INDEMNIFICATION AND LIABILITY INSURANCE.**

- a. The FHA shall indemnify, hold harmless, and defend the BHA against all claims that arise resulting from its performance of this Agreement, except that the FHA shall not indemnify the BHA for claims caused by the willful misconduct or gross negligence of the BHA or those hired or employed by the BHA.
- b. The FHA shall obtain an insurance policy for Officers, Directors, and Employees insurance covering the BHA and BHA employees who perform services pursuant to this Agreement in the amount of \$1,000,000. If the FHA refuses or fails to obtain such insurance prior to the effective date of this Agreement, then this Agreement shall be null and void.
- c. The FHA shall continue in force, all liability insurance coverage. The FHA agrees to reimburse the BHA for any increase in premiums necessary to cover the BHA and its employees performing services under this Agreement.

10. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.**

- a. No member, officer, or employee of the BHA, no member of the governing body of the locality in which the project is located, and no other public official of such locality or localities, who exercises any function or responsibilities with respect to the project during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.
- b. The BHA shall insert subparagraph (a) in all contracts entered into pursuant to this contract or in connection with any project of the FHA and shall require its contractors to insert it in each of its subcontracts.
- c. The BHA warrants that it has disclosed all relevant information, and warrants that to the best of its knowledge and belief, it does not have any organizational conflict of interest.
- d. The BHA agrees that after execution of this Agreement, it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure to the FHA, which shall include a



description of the action which the BHA has taken or intends to take to eliminate or neutralize this conflict.

11. **RECORDS.** The BHA shall maintain, or cause to be maintained, if the FHA retains its own Fee Accountant, a comprehensive system of records, books, and accounts in a manner satisfactory to HUD and the FHA. All records, books, and accounts, together with all documents, papers and records of the BHA which relate to the operation of the FHA shall be available for examination at reasonable hours by any authorized representative of HUD, Comptroller General or New Jersey Department of Community Affairs and authorized FHA representatives. The BHA will turn over all records to the FHA at the termination of this contract.
12. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the BHA agrees as follows:
  - a. The BHA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BHA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.
  - b. In the event of the BHA's non-compliance with the Equal Opportunity clause of this contract or with any other such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the BHA may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in such order, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
13. **LIMITATION ON EXPENDITURES.** Notwithstanding any of the foregoing provisions, the prior approval of the FHA will be required for any expenditures for maintenance or repairs which exceeds \$10,000 in any one instance for labor, materials or otherwise, except for emergency repairs involving immediate and significant danger to persons or property or required to avoid the suspension of any necessary service to the properties under FHA's jurisdictions.
14. **NOTICES: APPROVALS.** Where notice to a party or the approval of a party is required under the terms of the Agreement such notice shall be given to and such approval shall be obtained from the following representatives of each party:

**FOR THE FLORENCE HOUSING AUTHORITY**

Mr. Ritchard Woolston, Chairperson  
620 West Third Street  
Florence, New Jersey 08518  
Or his successor.


**FOR THE BEVERLY HOUSING AUTHORITY**

Mr. John Haaf, Chairperson  
101 Magnolia Street  
Beverly, New Jersey 08010  
Or his successor.

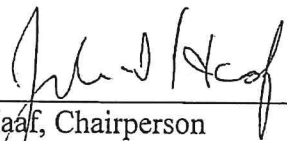
15. **INTERPRETATION.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by in writing and executed by the parties.

ATTEST:

10/21/21  
Date

  
Ritchard Woolston, Chairperson  
Florence Housing Authority

10/18/21  
Date


  
John Haaf, Chairperson  
Beverly Housing Authority

I, Gary J. Centinaro, the current BHA Executive Director, state as follows:

- (a) I am currently the designated "employee" referred to in this contract.
- (b) I agree to also be bound by the terms of this Agreement.
- (c) I will also benefit by the terms of this Agreement.

ATTEST:

10-22-21  
Date

  
Gary J. Centinaro