

ENGLEWOOD HOUSING AUTHORITY

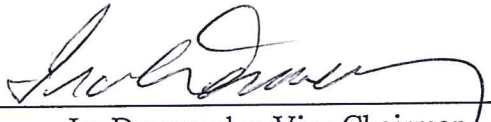
111 West Street
Englewood, New Jersey 07631
Tel.: (201) 871-3451
Fax: (201) 871-5908

RESOLUTION NO. 11- 28- 2016 (1)

OFFERED BY: Dermansky
SECONDED BY: Jones

BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:

To approve the October 24, 2016 Board Meeting minutes.


Ira Dermansky, Vice Chairman

ATTEST:


Domingo Senande, Executive Director

Vice Chairman Ira Dermansky
Commissioner Raymond Aspinwall
Commissioner Raul Correa
Commissioner Jennifer Johnson-Rothman
Commissioner Carla D. Jones
Commissioner Charles Moche

Aye
Aye
Aye
Absent
Aye
Abstain

At the Board Meeting of November 28, 2016 (1) upon roll call of Commissioners
present, all voted "Aye" and Resolution November 28, 2016 (1) as carried.

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
APPROVING THE TERMS OF THE PROPERTY LEASING AND
MANAGEMENT AGREEMENT
RESOLUTION NO. 11-28-2016 (2)**

OFFERED BY: Aspinwall **SECONDED BY:** Moche

WHEREAS, the Housing Authority of the City of Englewood (the "Authority"), a public housing agency as defined in the United States Housing Act of 1937 (the "1937 Act"), 42 U.S.C. 1437a(b)(6) ("PHA") with a Section 8 Annual Contributions Contract ("ACC") with the United States Department of Housing and Urban Development ("HUD"), is the fee simple owner of affordable residential rental public housing project; and

WHEREAS, the Authority received a RAD Conversion Commitment ("RCC"), dated June 17, 2016, from HUD to convert its proposed project to Authority-owned and operated multifamily housing under the Rental Assistance Demonstration Program, P.L. 112-55 (2012) ("RAD"; implemented through Notice PIH 2012-32), administered by HUD; and

WHEREAS, the Authority proposes to convert funding to project-based voucher ("PBV") assistance under the RAD Program (codified at 42 U.S.C. 1437f(o)(13) and implemented at 24 CFR Part 983), and in connection therewith is required to enter into PBV Housing Assistance Payment ("HAP") contract and Rental Assistance Demonstration Use Agreement ("RAD Use Agreement") with respect to each RAD project, all dated the date hereof; and

WHEREAS, the "Rental Assistance Demonstration Project (RAD) Quick Reference Guide for Public Housing Projects Converting to Project-Based Voucher ("PBV") Assistance, Department of Housing and Urban Development (HUD), October 2014", at Sections 2 and 3, provides that (i) the RAD PBV HAP contract must be signed by the owner of the project and the PHA administering the PBV assistance, acting as a contract administrator, (ii) the contract administrator and the owner cannot be the same legal entity, and (iii) the Authority must hire an independent entity, approved by HUD, to perform the housing quality standards ("HQS") inspections and render reasonableness determinations (24 CFR Sec. 983.59) and other occupancy related functions; and

WHEREAS, where a PHA is the fee owner of the RAD project, HUD allows the PHA to contract with an affiliated to assume the obligations of the "owner" ("HAP Owner") under the RAD PBV HAP contract; and

WHEREAS, the "Rental Assistance Demonstration Project (RAD) Quick Reference Guide for Public Housing Projects Converting to Project-Based Voucher ("PBV") Assistance, Department of Housing and Urban Development (HUD), October 2014", at Sections 2 and 3, provides that (i) the RAD PBV HAP contract must be signed by the owner of the project and the PHA administering the PBV assistance, acting as a contract administrator, (ii) the contract administrator and the owner cannot be the same legal entity, and (iii) the Authority must hire an independent entity, approved by HUD, to perform the housing quality standards ("HQS")

inspections and render reasonableness determinations (24 CFR Sec. 983.59) and other occupancy related functions; and

WHEREAS, where a PHA is the fee owner of the RAD project, HUD allows the PHA to contract with an affiliated entity to assume the obligations of the "owner" ("HAP Owner") under the RAD PBV HAP contract; and

WHEREAS, the Authority desires to appoint Englewood Housing And Management Services, Inc. ("EHMS") as its agent to perform occupancy functions and to assume the obligations of HAP Owner under the RAD PBV HAP contract; and

WHEREAS, the Authority desires to approve and enter into a Property Leasing And Management Agreement with EHMS (the "Agreement"), in substantially the form attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Housing Authority of The City Of Englewood as follows:

1. The Authority hereby appoints EHMS as its agent for property leasing and management and occupancy functions, and to assume the obligations of the HAP Owner under the RAD PBV HAP contract.
2. The Authority hereby approves the terms of the Agreement and authorizes the execution and delivery of such Agreement by the Chairman, Executive Director and Secretary of the Authority, along with any other designated and authorized officer(s) of the Authority (collectively the "Authorized Officers"). Said Authorized Officers are hereby authorized and directed to approve and execute any documents, make any agreements, approve any changes authorized and, and undertake and perform any and all other actions that are necessary to effectuate the transactions contemplated by the RCC, upon advice of Counsel.
3. This Resolution shall take effect immediately.

RECORD OF BOARD OF COMMISSIONERS VOTE ON ADOPTION

BOARD MEMBER	AYE	NAY	ABSTAIN	ABSENT
Vice Chairman Ira Dermansky	✓			
Commissioner Raymond Aspinwall	✓			
Commissioner Raul Correa	✓			
Commissioner Jennifer Johnson-Rothman				✓
Commissioner Carla D. Jones	✓			
Commissioner Charles Moche	✓			

CERTIFICATION

I, the undersigned Executive Director and Secretary of the Housing Authority of The City Of Englewood, do hereby certify that within resolution entitled, "RESOLUTION OF THE HOUSING AUTHORITY OF ENGLEWOOD APPROVING THE TERMS OF THE PROPERTY LEASING AND MANAGEMENT AGREEMENT" was adopted at a meeting of the Authority duly called and held on November, 28 2016, at which meeting a quorum was present and acting throughout, by a majority of the full membership of the Board of Commissioners. Such resolution has not been amended, modified, or repealed, and is in full force and effect as of the date hereof and is a true copy of the whole of the resolution.

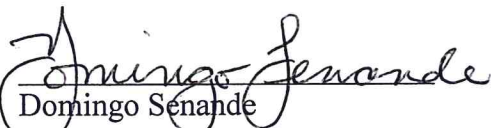

Domingo Senande
Executive Director/Secretary

EXHIBIT A

PROPERTY LEASING AND MANAGEMENT AGREEMENT

This **PROPERTY LEASING AND MANAGEMENT AGREEMENT** (this "Agreement") is made as of November 28, 2016 by and between the HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD (the "Authority"), a public body corporate and politic, constituting an instrumentality of the State of New Jersey (the "State"), created by the City of Englewood (the "City") pursuant to the provisions of the Housing Authorities Law, Chapter 67 of the Pamphlet Laws of 1950, codified at N.J.S.A. 55:14A-1 *et seq.*, repealed and replaced by the Local Redevelopment and Housing Law, under Chapter 79 of the Pamphlet Laws of 1992, as amended and supplemented, and codified at N.J.S.A. 40A:12A-1 *et seq.* (the "Act") and ENGLEWOOD HOUSING MANAGEMENT SERVICES, INC., a New Jersey not-for-profit corporation ("EHMS").

RECITALS

WHEREAS, the Authority, a public housing agency as defined in the United States Housing Act of 1937 (the "1937 Act"), 42 U.S.C. 1437a(b)(6) ("PHA") with a Section 8 Annual Contributions Contract ("ACC") with the United States Department of Housing and Urban Development ("HUD"), is the fee simple owner of an affordable residential rental public housing project located at 111 West Street, Englewood, New Jersey, otherwise known as the Vincente K. Tibbs housing project (the "Project");

WHEREAS, the Authority received a RAD Conversion Commitment ("RCC"), dated June 17, 2016, from HUD to convert the Project to Authority owned and operated multifamily housing under the Rental Assistance Demonstration Program, P.L. 112-55 (2012) ("RAD"; implemented through Notice PIH 2012-32), administered by HUD;

WHEREAS, the Authority proposes to convert funding to project-based voucher ("PBV") assistance under the RAD Program (codified at 42 U.S.C. 1437f(o)(13) and implemented at 24 CFR Part 983), and in connection therewith is required to enter into a PBV Housing Assistance Payment ("HAP") contract and a Rental Assistance Demonstration Use Agreement ("RAD Use Agreement") with respect to the Project, dated the date hereof;

WHEREAS, the "Rental Assistance Demonstration Project (RAD) Quick Reference Guide for Public Housing Projects Converting to Project-Based Voucher (PBV) Assistance, Department of Housing and Urban Development (HUD), October 2014", at Sections 2 and 3, provides that (i) the RAD PBV HAP contract must be signed by the owner of the project and the PHA administering the PBV assistance, acting as a contract administrator, (ii) the contract administrator and the owner cannot be the same legal entity, and (iii) the PHA must hire an independent entity, approved by HUD, to perform the housing quality standards ("HQS") inspections and render reasonableness determinations (24 CFR Sec. 983.59);

WHEREAS, where a PHA is the fee owner of projects, HUD allows the PHA to contract with an affiliated entity to lease and manage projects and to assume the obligations of the "owner" ("HAP Owner") under the RAD PBV HAP contract, and also requires that such affiliated entity execute a RAD Use Agreement in the capacity as an owner;

WHEREAS, EHMS, is an organization exempt from tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as an organization described in Section 501(c)(3) of the Code; and

WHEREAS, the Authority is hereby appointing EHMS as its agent for the leasing and management of the Project, to assume the obligations as HAP Owner under the RAD PBV HAP contract, and to enter into the RAD Use Agreement, and EHMS hereby accepts such appointment and assumes such obligations;

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

1. **Engagement.** The Authority hereby engages and appoints EHMS as its agent to lease and manage the units in the Project, to enter into and assume the obligations of owner under the RAD PBV HAP contract (including Parts I, II and any Rider thereto, as the same may be amended and supplemented), dated the date hereof, between the Authority and EHMS, and to enter into and perform the obligations of owner under the RAD Use Agreement, among HUD, the Authority and EHMS, dated the date hereof, with respect to the Project, all on the terms and conditions contained in this Agreement, and EHMS accepts such engagement and agrees to perform such services on such terms. Each party agrees to fully cooperate with the other with respect to such person's duties hereunder, under each RAD PBV HAP contract (including Parts I, II and any Rider thereto, as the same may be amended and supplemented), and under the RAD Use Agreement. Each party further agrees to furnish the other such information concerning the Project as it may reasonably request from time to time.

2. **Term.** The initial term of this Agreement shall commence on the date hereof and shall continue in full force and effect with respect to the Project for so long as the Project is subject to a RAD PBV HAP contract. EHMS shall accept all offers of renewal of the RAD PBV HAP contract.

3. **EHMS Covenants.**

3.1. **EHMS Duties.**

(a) **Enter into RAD PBV HAP Contract and RAD Use Agreement.** EHMS shall enter into a RAD PBV HAP contract as "owner", with the Authority, as the public housing agency, with respect to the Project, and shall perform all obligations of the owner thereunder and in accordance therewith. EHMS shall enter into a RAD Use Agreement as an "owner", with the Authority and HUD, with respect to the Project, and shall, jointly with the Authority, perform all obligations of the owner thereunder and in accordance therewith. It is the intent of the parties hereto that the Authority hereby grants to EHMS, and EHMS hereby accepts, such rights and interests in and to the Project (but expressly excluding fee ownership) as may be necessary to perform its obligations under the RAD PBV HAP contract and the RAD Use Agreement.

(b) Authority Directions; Elections. EHMS shall follow the directions of the Authority in connection with its performance of its obligations hereunder, under the RAD PBV HAP contract and the RAD Use Agreement. Any elections to be made with respect to the Project, its ownership or operation shall be made at the direction of the Authority.

(c) Standard of Care. EHMS shall at all times act in good faith and shall devote its commercially reasonable efforts to performing its duties hereunder in a diligent, careful and professional manner.

3.2. Power of Attorney. The Authority hereby appoints EHMS as its true and lawful attorney in fact, with full power of substitution, with authority to sign and acknowledge in the Authority's name and on the Authority's behalf any lease of the units in the Project and to take any action necessary to enforce compliance with such lease. This is a special power of attorney coupled with an interest, is irrevocable during the term of this Agreement.

3.3. Tenants. During the term of this Agreement, EHMS shall use its best efforts to investigate carefully all applications and information provided by prospective tenants and to let units in the Project to qualified tenants. Tenant leases shall be in the form and on the terms approved by the Authority. EHMS shall comply with the RAD PBV HAP contract and the RAD Use Agreement in connection with, among other things, the selection of tenants and rental of units.

3.4. Rentals and Collections. EHMS shall use its best efforts to collect on behalf of the Authority, and for the Authority's account, all rents, housing assistance payments, and other amounts due to the Authority or EHMS with respect to the Project. Such amounts shall be held in a separate segregated trust account with respect to the Project, in the name of the Authority, with a federally insured banking institution in accordance with New Jersey law.

3.5. Security Deposits. EHMS shall collect security deposits on tenants' behalf, to be used in accordance with the terms of each lease agreement. Deposits shall be held in a separate segregated trust account with respect to the Project, in the name of the Authority, with a federally insured banking institution in accordance with New Jersey law.

3.6. Payment of Expenses. EHMS shall pay, upon the prior approval of the Authority and from the Authority's account with respect to the Project, all ordinary and necessary expenses incurred in connection with the operation of such Project, including amounts due for services, repairs, improvements. EHMS shall not be held liable for any losses or penalties due to nonpayment or late payment of expenses.

3.7. Accounting. EHMS shall prepare and distribute monthly to the Authority (by the 15th of each succeeding month) prepared statements showing cash flows, income and expenses for the month on a cash basis. A year-end statement with a twelve-month breakdown of income and expense shall also be provided.

3.8. Unit Inspections. EHMS shall do periodic inspections of each unit and notify the Authority whenever maintenance or corrective action becomes necessary.

3.9. Legal Action. EHMS shall inform the Authority of any default by a tenant under a lease agreement, and shall advise the Authority of the need to proceed with legal action against a tenant. The Authority shall be responsible for all legal expenses, court costs and costs of collection.

3.10. Service Contracts. EHMS shall arrange for all utility services for the Project, security and such other services as the Authority shall deem advisable.

3.11. Additional Services. EHMS shall perform such additional services not listed herein as may be reasonably requested by the Authority in connection with the management and operation of the Project and compliance with the RAD PBV HAP contract and RAD Use Agreement.

3.12. Compliance With Law. EHMS shall perform duties and take actions under this agreement in accordance with New Jersey law, deed restrictions or other agreements encumbering the Project and applicable HUD requirements, including those that apply to the project-based voucher program (HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives). EHMS acknowledges and agrees that it will be subject to, and must adhere to, all HUD requirements concerning the payment of administrative fees, administrative fee reserve accounts, and all other Section 8 Program requirements.

3.13. Limitation on Authority. Except as expressly set forth herein, EHMS has no authority to incur liabilities on behalf of the Authority or to enter into, execute, make or acknowledge any contract, covenant, agreement, lease or representation pertaining to the Project without the express prior written approval of the Authority. Any action taken by EHMS which is not expressly permitted by this Agreement shall not bind the Authority.

4. Compensation. As compensation for its services hereunder, the Authority shall pay to EHMS:

(a) As determined by the Authority in its discretion, management fee not to exceed \$17,500.00.

5. Representations and Warranties of the Authority. To induce EHMS to enter into this Agreement, the Authority makes the following representations and warranties:

5.1. Organization. The Authority is duly organized, validly existing and in good standing under the laws of the state of New Jersey. The Authority has all power and authority required to execute, deliver and perform this Agreement.

5.2. Authorization. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Authority.

5.3. Validity. This Agreement constitutes a legal, valid and binding agreement of the Authority enforceable against the Authority in accordance with its terms except as limited by bankruptcy, insolvency, receivership and similar laws of general application.

5.4. Ownership. The Authority is the sole fee simple title owner of the Project.

6. Representations and Warranties of EHMS. To induce the Authority to enter into this Agreement, EHMS makes the following representations and warranties, which shall survive the execution and termination of this Agreement:

6.1. Organization. EHMS is duly organized, validly existing and in good standing as a not for profit corporation under the laws of the state of New Jersey. EHMS has all power and authority required to execute, deliver and perform this Agreement.

6.2. Authorization. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of EHMS.

6.3. Validity. This Agreement constitutes a legal, valid and binding agreement of EHMS enforceable against EHMS in accordance with its terms except as limited by bankruptcy, insolvency, receivership and similar laws of general application.

6.4. Licenses. During the entire term of this Agreement, EHMS shall cause all persons performing licensable activities to have and to maintain in full force and effect all licenses, including, without limitation, any real estate broker's license, which the real estate licensing law requires and all permits necessary to perform its obligations under this Agreement and shall pay all taxes, fees or charges imposed on the business engaged in by EHMS hereunder.

7. Indemnity.

7.1. By the Authority. The Authority shall indemnify, hold harmless and defend EHMS and its respective affiliates and officers, directors, employees, agents and representatives from all losses, damages, costs, claims and liabilities (including, without limitation, court costs and reasonable attorneys' fees relating thereto) arising out of or related to any act or omission by the Authority or any of its agents or representatives (other than EHMS) constituting negligence, willful misconduct or a material breach or default under this Agreement by the Authority. The indemnities herein contained shall not apply to any claim with respect to which and to the extent the indemnified party is covered by insurance; provided, that the foregoing exclusion does not invalidate the indemnified party's insurance coverage.

7.2 By EHMS. EHMS shall indemnify, hold harmless and defend the Authority from all losses, damages, costs, claims and liabilities (including, without limitation, court costs and reasonable attorney's fees relating thereto) arising out of or related to any act or omission by EHMS or any of its agents or representatives constituting negligence, willful misconduct or a material breach or default under this Agreement by EHMS any acts of EHMS or its agents or representatives taken outside of the scope of this Agreement. The indemnities herein contained shall not apply to any claim with respect to which and to the extent the indemnified party is

covered by insurance; provided, that the foregoing exclusion does not invalidate the indemnified party's insurance coverage.

7.3. Waiver of Subrogation. Each party will procure a waiver of subrogation with respect to claims against the other party under policies in which the other party is not a named insured, and shall promptly notify the other party in the event that any such waiver is unobtainable or is obtainable only upon payment of an additional premium. If such waiver is obtainable only upon payment of an additional premium, the other party shall have the right at its option to pay such additional premium.

8. Termination.

8.1. Termination for Cause.

(a) The Authority may terminate this Agreement at any time, upon written notice to EHMS, if (i) EHMS has materially breached this Agreement; provided, that (a) EHMS does not cure any such material breach within thirty (30) days of receiving notice of such material breach from the Authority, or (b) if such material breach is not of a nature that can be remedied within such period, EHMS does not diligently take all reasonable steps to cure such breach or does not cure such breach within sixty (60) days; (ii) there is fraud, criminal conduct, or willful misconduct by EHMS; (iii) a court of competent jurisdiction enters a decree or order for relief in respect of EHMS in any involuntary case under the applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of EHMS or for any substantial part of any of its property or orders the winding up or liquidation of EHMS' affairs; or (iv) EHMS commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of EHMS or for any substantial part of any of its property, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as they become due. EHMS agrees that if any of the events specified in subsections (iii) or (iv) above occur, it shall give written notice thereof to the Authority within seven (7) days after the occurrence of such event.

(b) EHMS may terminate this Agreement at any time, upon written notice to the Authority, if (i) the Authority has materially breached this Agreement; provided that (a) the Authority does not cure any such material breach within thirty (30) days of receiving notice of such material breach from EHMS, or (b) if such material breach is not of a nature that can be remedied within such period, the Authority does not diligently take all reasonable steps to cure such breach or does not cure such breach within sixty (60) days; (ii) there is fraud, criminal conduct, or willful misconduct by the Authority; (iii) a court of competent jurisdiction enters a decree or order for relief in respect of the Authority in any involuntary case under the applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoints a receiver, liquidator, assignee,

custodian, trustee, sequestrator (or similar official) of the Authority or for any substantial part of any of its property or orders the winding up or liquidation of the Authority's affairs; or (iv) the Authority commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consents to the entry of an order for relief in an involuntary case under any such law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Authority or for any substantial part of any of its property, or makes any general assignment for the benefit of creditors, or fails generally to pay its debts as they become due. The Authority agrees that if any of the events specified in subsections (iii) or (iv) above occur, it shall give written notice thereof to EHMS within seven (7) days after the occurrence of such event.

(c) For the avoidance of doubt, a material breach by a party of the RAD PBV HAP contract or RAD Use Agreement which continues beyond the expiration of any applicable grace, notice or cure period, shall be a material breach by such party of this Agreement.

8.2. Effective Time of Termination; Successor. The termination of this Agreement for any reason shall not be effective prior to the time that a suitable successor to such defaulting party is identified and duly qualified to become, and becomes, a party hereto and to the RAD PBV HAP contract and the RAD Use Agreement. Upon termination of this Agreement for any reason, EHMS will cooperate with the Authority in an effort to achieve an efficient transition of the duties and obligations hereunder to a successor without detriment to the rights of the Authority or to the continued operation of the Project.

8.3. Effect of Termination. The termination of this Agreement for any reason shall not affect any right, obligation or liability which has accrued under this Agreement on or before the effective date of such termination.

9. Miscellaneous.

9.1. Discrimination. The Authority, EHMS or a third party shall not refuse to display or lease a unit to any person because of race, color, religion, national origin, sex, marital status or physical disability.

9.2. Entire Agreement. This Agreement constitutes the entire agreement between the Authority and EHMS with respect to the matters set forth herein and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment of this Agreement shall be valid or binding unless made in writing and signed by both the Authority and EHMS.

9.3. Successors; Assignment. This Agreement shall be binding upon the Authority and EHMS and their respective successors and assigns and shall inure to the benefit of the Authority, its successors and assigns. EHMS shall not assign or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the Authority and any such assignment without the prior written consent of the Authority shall be void and of no effect.

9.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the principles of conflicts of law thereof.

9.5. Headings. The paragraph headings in this Agreement are inserted for convenience only and are not intended to be used in construing the substance of any of the provisions of this Agreement.

9.6. Notices. All notices, demands requests, approvals and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when presented personally or otherwise delivered (whether by commercial delivery service, mail or otherwise) or on the third (3rd) day after the date when deposited in a regularly maintained mail receptacle of the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to Authority or EHMS, as the case may be, at its respective address set forth below, or at such other address as the Authority or EHMS may from time to time designate by written notice to the other party as herein required.

or personally

delivered to the Authority:

The Housing Authority of the City of
Englewood
111 West Street
Englewood, NJ 07631
Attn: Domingo Senande, Executive Director
Email: DSenande@ehahousing.org
Phone: (201) 871-3451
Fax: _____

If mailed or personally
delivered to EHMS:

Englewood Housing Management Services, Inc.
111 West Street
Englewood, NJ 07631
Attn: Raymond Aspinwall, President
Email: _____
Phone: _____
Fax: _____

9.7. Construction. If any of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.8. Number; Gender. Whenever used herein, the singular number shall include the plural, and the plural shall include the singular, and the use of any gender shall be applicable to all genders.

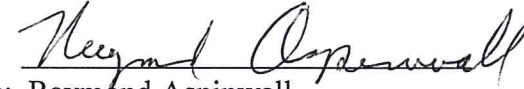
[Signature page follows on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE HOUSING AUTHORITY OF THE CITY OF
ENGLEWOOD

By: 
Name: Domingo Senande
Title: Executive Director

ENGLEWOOD HOUSING MANAGEMENT
SERVICES, INC.

By: 
Name: Raymond Aspinwall
Title: President

ENGLEWOOD HOUSING AUTHORITY
111 West Street
Englewood, New Jersey 07631
Tel.: (201) 871-3451 Fax: (201) 871-5908
TTY: (201) 871-8951

RESOLUTION NO. 11- 28 - 16 (3)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
AUTHORIZING AWARD OF A CONTRACT TO
RCO CONSTRUCTION
FOR THE REBUILDING OF ALL CLOSET DOORS AT
WESTMOOR GARDENS

OFFERED BY: Commissioner Moche
SECONDED BY: Chairman Dermansky

WHEREAS, the Englewood Housing Authority as managing agent for Westmoor Gardens requires the rebuilding of all closet doors at Westmoor Gardens; and

WHEREAS, in accordance with its procurement policy of the Englewood Housing Authority did solicit price quotes and did receive two quotes; and

WHEREAS, the Authority reviewed the offers and determined that PAR CONSTRUCTION is a responsible firm which submitted the most advantageous offer; and

WHEREAS, based upon its evaluation and review of references the Housing Authority recommended that PAR CONSTRUCTION be awarded a contract for the rebuilding of all closet doors at Westmoor Gardens for \$350.00 per single door and \$400.00 per double door not to exceed \$130,000.00 (Resolution #10-24-16 (9)); and

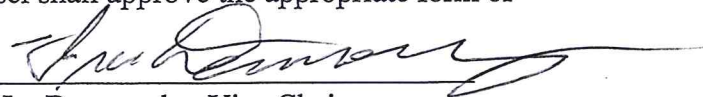
WHEREAS, PAR CONSTRUCTION was unable to meet the pricing commitment; and

WHEREAS, the Housing Authority recommends the next lowest quote; and

WHEREAS, based upon its evaluation and review of references the Housing Authority recommends that RCO CONSTRUCTION be awarded a contract for the rebuilding of all closet doors at Westmoor Gardens for \$350.00 per single door and \$520.00 per double door not to exceed \$130,000.00; and

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Englewood hereby authorizes the Executive Director, Mr. Domingo Senande to execute a contract with RCO CONSTRUCTION for the rebuilding of all closet doors at Westmoor Gardens for \$350.00 per single door and \$520.00 per double door not to exceed \$130,000.00.

BE IT FURTHER RESOLVED THAT legal counsel shall approve the appropriate form of contract.


Ira Dermansky, Vice Chairman

ATTEST:


Domingo Senande, Executive Director

Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>Aye</u>
Commissioner Charles Moche	<u>Aye</u>

ENGLEWOOD HOUSING AUTHORITY

111 West Street

Englewood, New Jersey 07631

Tel.: (201) 871-3451 Fax: (201) 871-5908

TTY: (201) 871-8951

RESOLUTION NO. 11-28-2016 (4)

OFFERED BY: Dermansky
SECONDED BY: Aspinwall

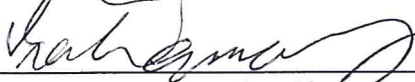
BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:

WHEREAS, the Englewood Housing Authority requires multiple authorized
live signatures on checks for all accounts as an internal financial control: and

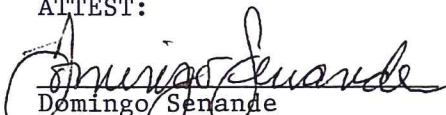
WHEREAS, the Authority appoints Commissioner Raul Correa to replace
Commissioner Kane to have authority to sign checks for all accounts; and

WHEREAS, Commissioner Ira Dermansky, Commissioner Raymond
Aspinwall and Executive Director Domingo Senande will continue to have authorization
to sign checks; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners
of the Englewood Housing Authority approve the authorization of Commissioner Raul
Correa as a signatory to all accounts.


Ira Dermansky, Vice Chairman

ATTEST:


Domingo Senande
Executive Director

Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>Aye</u>
Commissioner Charles Moche	<u>Aye</u>

At the Board Meeting of November 28, 2016 (4) upon roll call of
Commissioners present, all voted "Aye" and Resolution November 28, 2016 (4)
was carried.

ENGLEWOOD HOUSING AUTHORITY
111 West Street
Englewood, New Jersey 07631
Tel.: (201) 871-3451 Fax: (201) 871-5908
TTY: (201) 871-8951

RESOLUTION NO. 11 - 28 - 2016 (5)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
APPROVING BILLS AND CLAIMS FOR THE PERIOD
OF
NOVEMBER

OFFERED BY: Dermansky
SECONDED BY: Correa

WHEREAS, the bills and claims per the attached listing (voucher numbers through)

E.H.M.S. -	001275
Foti-	001320
Tibbs -	002639
Section 8 -	001889
W.G. -	003315

were reviewed and found acceptable as amended at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve disbursement and payment of all checks on the attached listing for the period of November 1st through 30th.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve payment of all other checks identified on the attached listing for the period of November.

Ira Dermansky
Ira Dermansky, Vice Chairman

ATTEST:

Domingo Senande
Domingo Senande, Executive Director

Vice Chairman Ira Dermansky	<u>Aye</u>
Commissioner Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Jennifer Johnson-Rothman	<u>Absent</u>
Commissioner Carla D. Jones	<u>Aye</u>
Commissioner Charles Moche	<u>Aye</u>