

RESOLUTION 2019-29

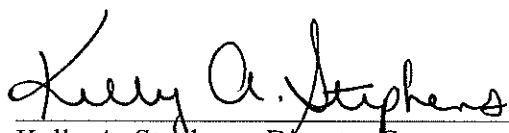
RESOLUTION APPROVING THE AGREEMENT FOR PROPERTY  
AND FINANCIAL MANAGEMENT SERVICES BETWEEN THE MORRIS  
COUNTY HOUSING AUTHORITY AND THE MORRIS COUNTY  
AFFORDABLE HOUSING CORPORATION

WHEREAS, the Housing Authority of the County of Morris (HACM) wishes to enter into an agreement with the Morris County Affordable Housing Corporation (MCAHC) for Property and Financial Management Services; and

WHEREAS, the Morris County Affordable Housing Corporation is in need of the property and financial services currently provided by the Housing Authority of the County of Morris for the sole purpose of managing, operating, renting, leasing and maintenance of apartments and handling all financial matters; and

WHEREAS, the Morris County Affordable Housing Corporation agrees to pay the Housing Authority of the County of Morris an annual fee of \$8,000 plus maintenance fees billed at \$25.94 per hour for the contract period of June 1, 2019 to May 31, 2020.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Morris do hereby approve the contract with the Morris County Affordable Housing Corporation for Property and Financial Management of the Corporation and for the properties located at 6 Monroe Street and 227 Martin Luther King Avenue in Morristown, NJ 07960 for a one year period, beginning June 1, 2019 and ending May 31, 2020.

  
\_\_\_\_\_  
Kelly A. Stephens, Director/Secretary

9/10/19  
Date Adopted

I HEREBY CERTIFY THAT FUNDS ARE  
AVAILABLE TO PAY THE ABOVE EXPENDITURES

  
\_\_\_\_\_  
GINA BOZZI, FINANCE MANAGER

**AGREEMENT FOR PROPERTY AND  
FINANCIAL MANAGEMENT SERVICES**

This Agreement, approved on September 10, 2019 and effective June 1, 2019, between the Housing Authority of the County of Morris (HACM) (hereinafter called the "Manager") and the Morris County Affordable Housing Corporation (MCAHC) (hereinafter called the "Owner").

**WHEREAS**, the Owner hereby contracts with the Housing Authority County of Morris for Property and Financial Management of the Corporation and the property located at the address of 6 Monroe Avenue and 227 Martin Luther King Avenue in Morristown, New Jersey 07960 for the sole purpose of managing, operating, renting, leasing and maintenance of apartments and to handle all financial aspects of the MCAHC.

1. Independent Contractor Relationship. In accordance with the mutual intentions of the MCAHC and HACM, this Agreement establishes between them an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. This Agreement does not create any employer-employee, agency or partnership relationship. As an independent contractor, Manager's fees and expenses shall be limited to those expressly stated in this Agreement. MCAHC shall designate the representative authorized to act on its behalf with respect to this Agreement.

2. Type of Service: Compensation.

(a) MCAHC agrees to pay HACM for Property Management Services an annual fee of \$8,000.

(b) Maintenance services will be billed at the following rate:

During Regular Office Hours: \$25.94 per hour

After Hours/Weekends/Holidays: \$25.94 per hour (with a minimum of two hours). The Manager agrees to notify the owner when any work exceeds two hours of time.

All work orders will be reported to the HACM main office and through its answering service. The HACM agrees to respond to routine work orders within 48 business hours and work orders that are deemed an emergency will be responded to immediately.

(c) The payment thereof shall constitute full payment for Manager's services to HACM during the term of this Agreement, and Manager shall not receive any additional benefits or compensation for its services; provided, however, that if

MCAHC requests a modification in the services provided hereunder, the parties shall agree in writing to adjust the fee accordingly.

- (d) The Manager may bill the MCAHC for payment on a monthly basis. MCAHC will promptly respond to the Manager's billing not later than the day following the meeting of the Board of Trustees held next after receipt of the Manager's bill.

3. Amount of Service. It is understood by the parties that MCAHC does not have the exclusive right to the Manager's services. MCAHC shall provide all necessary information regarding its requirements to the Manager as expeditiously as possible for the orderly and timely progress of the work. Each entity (MCAHC and HACM) is responsible for all legal, auditing and fee accounting services pertaining specifically and solely to that entity.

4. Term.

- (a) Manager shall commence providing services to MCAHC hereunder on June 1, 2019, and shall continue to do so until the close of business on May 31, 2020. By mutual agreement, the parties may extend the term of this Agreement for an additional year at a fee to be mutually agreed upon.

- (b) This agreement is terminable by either party upon the terminating party's giving sixty (60) days notice to the other party. It is understood that as an independent contractor, Manager is performing such service at will and solely for MCAHC's benefit. If MCAHC exercises its right to terminate this Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, provided that MCAHC shall only be obligated to pay Manager the accrued but unpaid fees and expenses due at the time of termination.

5. Contractor Responsible for Taxes. In conformity with Manager's independent contractor status and without limiting any of the foregoing, Manager understands that no deduction or withholding for taxes or contributions of any kind shall be made by MCAHC. Manager agrees to accept liability for the payment of all taxes or contributions for unemployment insurance or pensions or annuities or social security payments which are measured by the wages, salaries or other remuneration paid to Manager or Manager's agents, if any.

6. Indemnification. MCAHC hereby agrees to indemnify and hold harmless HACM, its affiliates, officers, directors, agents and employees from and with respect to any and all claims of any kind based on any act or omission of MCAHC or any of MCAHC's Agents under or in connection with MCAHC's obligations hereunder. Manager hereby agrees to indemnify and hold harmless MCAHC, its affiliates, officers, directors, agents and employees from and with respect to any and all

claims of any kind based on any act or omission of Manager or any of Manager's Agents under or in connection with Manager's obligations hereunder.

7. Governing Law and Jurisdiction. This Agreement is deemed to be consummated in the State of New Jersey. The terms and provisions of this Agreement shall be construed and interpreted pursuant to the laws of the State of New Jersey, without regard to the conflict of law rules or principles thereof. The state or federal courts located in the State of New Jersey are the agreed-upon forum for the resolution of all disputes arising hereunder, and the parties hereto, their officers, and employees hereby consent to (i) the jurisdiction and venue of the aforesaid courts for the purpose of resolving all such disputes and (ii) service of process by registered mail, return receipt requested, or any other manner consistent with federal or New Jersey laws.
8. Severability. In the event any portion of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or provisions of this Agreement are in conflict with any applicable statute or rule of law, then such term(s) or provision(s) shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.
9. Non-Waiver of Rights. No failure or delay on the part of either party hereunder in either exercising or enforcing any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise or enforcement of any such right will preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right. No waiver of any such right will have effect unless given in a signed writing. No waiver of any such right will be deemed a waiver of any other right hereunder.
10. Notice. Any report or notice required or permitted to be given hereunder shall be effective when sent. All notices shall be in writing and given personally or by prepaid certified mail, return receipt requested, or sent by telegram, expedited delivery service or facsimile transmission addressed to the parties hereunder at their respective addresses as follows:

If to Manager to :                    Kelly A. Stephens  
    Executive Director  
    Housing Authority County of Morris  
    PO Box 900  
    Morristown, New Jersey 07960

If to Owner to :                        Roberta L. Strater  
    Director  
    Morris County Affordable Housing Corporation  
    99 Ketch Road  
    Morristown, NJ 07960

11. Entire Agreement. This Agreement supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the parties concerning management services provided by Manager, and this Agreement constitutes the entire agreement between the parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the parties not set forth herein and this Agreement has not been executed in reliance upon any representations or promises except those contained herein.
  
12. Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision hereof.
  
13. Successors. This Agreement and all the rights, obligations, duties, representations, warranties and covenants of each Party shall inure to the benefit, and be the burden of, and shall be binding upon their respective successors (including by operation of law) and permitted assigns.
  
14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the MCAHC and the Manager have executed this Agreement the day and the year first above written.

MORRIS COUNTY AFFORDDABLE  
HOUSING CORPORATION

HOUSING AUTHORITY OF THE  
COUNTY OF MORRIS

By \_\_\_\_\_  
Name: Roberta L. Strater  
Title: Director

By Kelly A. Stephens  
Name: Kelly A. Stephens  
Title: Executive Director