

TOWNSHIP OF WEST ORANGE

66 Main Street , West Orange, New Jersey 07052

PLANNING AND DEVELOPMENT M E M O R A N D U M

John F. McKeon

Mayor

SUSAN BORG A.I.A.

Planning Director

Tel: -973-325-4110 Fax: 973-325-6359

TO: Township Council Members

From: Director Susan Borg

**RE: Amended Contract for Rehabilitation
Program Administrative Services
(Steven J. Weinberg)**

DATE: January 4, 2010

**Please be advised that Mr. Weinberg has requested a
increase to the per unit fee.**

**Kindly review his letter and request for per unit fee
adjustment which is attached for your information
along with the amended contract.**

SBljfc

**Township of West
Orange**

**Housing Rehabilitation
Program**

**(WO
HRP)**

Steven J. Weinberg
Program Coordinator
732-390-4745

66 Main St.
West Orange, NJ 07052
steve.weinberg@mac.com

December 18, 2009

Ms. Susan Borg, Director
West Orange Planning Development
Department 66 Main St.
West Orange, NJ 07052

Dear Ms. Borg:

Community Action Services has been providing the West Orange Township Housing Rehabilitation Program with efficient and effective administrative services since 1999. Our straightforward, per-unit fee structure allows for transparent financial management by the Township of our services and our billing. The vast majority of our program clients have been very satisfied with our work and with the benefits provided by the program. Overall, 164 West Orange families have been assisted, to date, with 8 more currently in the pipeline.

Unfortunately, as demonstrated on the attached sheet, our per-unit rates

have not kept up with either industry averages or what our other clients have been paying.

I must therefore request that you consider a revised fee structure of \$2500 per unit for all units completed in 2010 and beyond.

Please let me know if there is any additional information needed to process this request.

Sincerely
COMMUNITY ACTION
SERVICES

Steven J. Weinberg, Director

A program of West Orange Township - John F. McKeon, Mayor
Department of Planning and Development - Susan Borg, Director

\$4,500

**Community Action Services
Proposal to West Orange for
Rehabilitation Management Contract Amendment**

**Community Action Services
West Orange Request
for Per Unit Fee Adjustment**

COAH allows a community to pay up to 20% of rehabilitation hard costs for program administration. The West Orange Housing Rehab Program allows \$20,000 per unit for hard costs. This allows West Orange a theoretical cap of \$4000 per unit for program administration.

Highest reported Consultant per unit fees currently being paid in New Jersey for COAH rehab is the 20% Maximum in a \$22,500 per unit program. This comes to \$4,500 per unit completed

Newly enacted COAH fee cap for consultants
administering housing rehabilitation under Regional
Contribution Agreements

\$5,250

Community Action Services Current Client Fee Structure				
	Managing Rehab in Community Since	Year Most Recent Contract	Current Per Unit Rate	Proposed Per Unit Rate
West Orange	1999	1999	\$2,200	\$2,500
Passaic Co. Community	1998	2009	\$2,600	\$2,900
Bergen Co. Community	2009	2009	\$2,900	\$2,900
Sussex Co. Community	1988	2004	\$2,200	\$2,700
Bergen Co. Community	1992	2004	\$2,300	\$2,700
Mercer Co. Community	2009	2009	\$2,900	\$2,900
Sussex Co. Community	2005	2009	\$2,900	\$2,900
Somerset Co. Community	1998	2009	\$2,900	\$2,900

TOWNSHIP OF WEST ORANGE, NEW JERSEY

AMENDED CONTRACT

FOR

REHABILITATION PROGRAM

ADMINISTRATIVE SERVICES

THIS AGREEMENT, entered into this _____ day of January, 2010, by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having its principal office at 66 Main Street, West Orange, New Jersey 07052 (hereinafter referred to as the Township), and Steven J. Weinberg (T/A Community Action Services), having his principal office at P.O. Box 6025, East Brunswick, New Jersey 08816 (hereinafter referred to as the Consultant);

WHEREAS, the Township desires to secure consultant services relative to its implementation of a rehabilitation program in compliance with the regulations of the New Jersey Council on Affordable Housing (COAH); and,

WHEREAS, the Consultant's principal members have heretofore satisfactorily provided professional services to municipalities in these and related matters; and

WHEREAS, the Consultant is qualified to provide such administrative services under the direction and supervision of the West Orange Township Planner;

WITNESSETH THAT: the Township agrees to engage the Consultant and the Consultant agrees to perform the services hereinafter set forth subject to the terms and conditions of this Agreement and described as follows:

I. _____ INTENT OF THIS CONTRACT

The intent of this contract is for the Township to retain the services of the Consultant to assist the Township in the implementation of a rehabilitation program pursuant to the regulatory requirements of the New Jersey Council on Affordable Housing (hereinafter referred to as COAH) as set forth in procedural rules at N.J.A.C. 5:91 and substantive rules at N.J.A.C. 5:93.

The Consultant is to assist the Township in the effectuation of the administrative procedures associated with the implementation of a housing rehabilitation program as specified below.

II. _____ SCOPE OF SERVICES

The Consultant shall provide comprehensive services to implement a housing rehabilitation program in the Township of West Orange. These services shall include the provision of rehabilitation program services for review of the design of program policy and procedures, program marketing, applicant selection, work writeups and cost estimates, contracting, construction inspection, case close-out and reporting of program performance and all other related and appropriate services. All services must be performed in strict conformance with the West Orange Housing and Rehabilitation Program Policy and Procedure Manual, a copy in draft form attached as (Exhibit B). This manual may be amended from time to time as the Township deems appropriate.

The Consultant shall provide services for administration of the Township's rehabilitation program as follows:

A. _____ APPLICANT SELECTION

The Consultant shall provide the following services with respect

to applicant selection:

1. Prepare and distribute informational materials approved by the Township for promoting the housing rehabilitation program;
2. Receive, review and log pre-applications;
3. Schedule interviews with potential applicants;
4. Interview applicants and explain the provisions of the available rehabilitation assistance;
5. Obtain and prepare applicant documents, including verification of income, employment, ownership, tax records and related information; and
6. Prepare case materials and documents for applicant approval by the Township.

B. WORK WRITE-UPS AND COST ESTIMATES

The Consultant shall inspect properties and prepare work write-ups and cost estimates for housing units to be assisted. These services shall include:

1. Inspection of the premises of pre-qualified homeowners to determine rehabilitation work to be accomplished in accordance with COAH regulations and Township of West Orange Housing Rehabilitation Program Policy and Procedure Manual;
2. Preparation of work write-ups, construction specifications and cost estimates for the rehabilitation work to be completed at each property;
3. Review of the proposed rehabilitation items with the applicant prior to commencement of contracting for rehabilitation activities; and
4. The reprocessing, as required, of the work write-up and cost estimates after having reviewed and revised the work write-ups with the applicant.

C. CONTRACTING SERVICES

The Consultant shall provide for contracting assistance, including the following services:

1. Solicitation of contractor participants, review of contractor

- qualifications and maintenance of program contractor files;
- 2. Solicitation of bids/estimates for construction work specified in the write-up, from qualified contractors;
- 3. Assisting the applicant in the construction contract bidding/estimating procedure and selection of a qualified rehabilitation contractor;
- 4. Assisting the applicant in the contracting procedures, in accordance with Township policy;
- 5. Preparation of documents for rehabilitation contract and loan closing as applicable, including mortgage, promissory note, recession notice, etc.; and
- 6. Filing of mortgages with Essex County Register. **D.**

CONSTRUCTION INSPECTION SERVICE AND CASE

CLOSEOUT

The Consultant shall provide for construction inspection services and establish a final case record which will include the following services:

- 1. Periodic construction inspection and an approval system for payment to contractors for work completed;
- 2. Final inspection of work completed and securing of the contractor's and manufacturer's guarantees;
- 3. Maintenance of program fiscal and accounting records and preparation of periodic progress and financial reports;
- 4. Preparation of case record documents for the Township and, as necessary, the Council on Affordable Housing;
- 5. Preparation of required reporting documents for submission to the Township and the Council on Affordable Housing in compliance with COAH regulations; and,
- 6. Full cooperation and preparation of any documents or reports necessary for any audit analysis performed by any government entity.

E. NUMBER OF UNITS

The total number of units of housing rehabilitation authorized to be completed by the Consultant under the terms of this contract is approximately 25 units per year. The Director of the Township Department of Planning and Development will notify the Consultant if this authorized annual completion number is to be increased or decreased.

III. PROGRAM STAFFING AND **OFFICE** OPERATIONS STATEMENT

The Consultant shall provide staff and manage office and field operations of the Housing Rehabilitation Program as required to provide for the delivery of services set forth in this contract. The Township reserves the right to require the dismissal from program duties of any staff member of the consultant on 24 hours notice, for cause. Specifically, this shall include, at a minimum, the provision of the following:

A. PROGRAM OVERSIGHT

Overall program oversight and review shall be provided by the staff of the Consultant. This program oversight will involve the services of Steven J. Weinberg, Director of the firm, and other qualified members of the Consultant's staff as required to assure effective and efficient program operation.

B. TECHNICAL **AND** SUPPORT STAFF

In addition to the above, the staff of the Consultant will provide overall administrative and management services in connection with the Housing Rehabilitation Program. This service will include staff training, computerized work write-up and cost estimate processing, implementation advisory services and other technical support, as necessary.

C. PROGRAM OFFICE /STAFF

The Housing Rehabilitation Program Office will be open as necessary to accommodate the demands of program implementation. The office hours will be dependent upon the availability of program fund resources, program caseload and the resultant demands for administrative support services.

The Consultant will provide staff to administer the program. The Program Staff will provide for day-to-day operation of the Housing Rehabilitation Program and manage administrative, clerical and property inspection responsibilities.

D. STAFF AVAILABILITY

The staff, described above, will be available at the Township of West Orange Municipal Building at 66 Main Street or other such locations as the Township Planner directs to implement the Housing Rehabilitation Program in accordance with the provisions set forth in this contract.

IV. TIME OF PERFORMANCE

The services of the Consultant are to commence at the execution of this contract. The Consultant shall provide the services set forth herein during the rehabilitation program to be implemented by the Township subject to the terms of Exhibit A. The provisions of this contract shall be applicable through the duration of the rehabilitation program period, provided:

A. PERFORMANCE

The Consultant has, in the sole judgment of the Township, provided the services set forth herein in a satisfactory manner.

B. AGREEMENT CONTINUATION

The Township and the Consultant do not take action to terminate the contract, pursuant to the provisions of Article VIII. below.

V. COMPENSATION AND METHOD OF PAYMENT

The Township shall pay the Consultant for the Consultant's services in accordance with the fee schedule set forth below. All moneys payable to the Consultant are subject to receipt of a requisition for payment from the Consultant, in form satisfactory to the Township, stating that he has performed the work under this contract in conformance with the contract and that he is entitled to receive the amounts requisitioned under the terms of the contract. Moneys called for under such

periodic requisitions are due and payable within a reasonable time period based on

the municipal billing and payment system.

The following lump sum per unit fees shall be paid to the Consultant as clients complete their participation in the Township housing rehabilitation program. In any event, the following per-unit fee times the total number of units authorized for rehabilitation will be maximum payment that the consultant may earn for the services provided.

Total Lump Sum Fee per Unit Completed	\$2,500
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In the event the Township specifically requests the provision of professional services outside of the scope of services specified in Article II above, the Consultant shall be compensated in accordance with the Consultant's established fee schedule at the time of provision of such services or such other basis as maybe mutually agreed by the Township and the Consultant. All extra services must be preapproved, in writing, by the Township Planner with a specified monetary cap for such services.

It is expressly understood and agreed that the compensation to be provided by the Township will be funded through the Township's Affordable Housing Trust Fund in accordance with the regulations of COAH. Accordingly, the Consultant's provision of services and the Township's compensation as set forth herein shall be subject to the availability of funds under such Trust Fund. The total amount of compensation and the total number of units to be assisted will be dependent upon the funds available in the Trust Fund. The Township Planner will provide the Consultant, at least annually, with a lump sum number of units that may be undertaken with funds-on-hand during any given calendar year.

VI. — INSURANCE AND INDEMNITY

The Township and the Consultant do mutually agree as follows: A. CONSULTANT'S INSURANCE

The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage for all employees.

B. TOWNSHIP'S INDEMNIFICATION

It is mutually recognized that the Consultant is being retained by the Township as its personal consultant, and the Consultant is not expected to be directly liable to other parties including those who will be performing rehabilitation services or those who will be the beneficiaries of such services. To the extent the Consultant is protected directly or derivatively by the provisions of the New Jersey Tort Claims Act, Title 59, New Jersey Revised Statutes, nothing herein shall be interpreted or construed to diminish that protection. Except for breach of warranty, gross negligence or recklessness on the part of the Consultant, the Township agrees to defend, indemnify and hold the Consultant harmless from and against any claims, liabilities, actions, proceedings, and costs or expenses as may arise from or be asserted by reason of any actual or alleged misrepresentation or omission concerning the fulfillment of the consultant's contractual duties.

VIL TOWNSHIP RESPONSIBILITIES

The Township shall provide the following assistance to the Consultant, to assure effective implementation of the services as set forth in Article II of this Contract. This assistance shall be as follows:

A. OFFICE SPACE

The Township shall provide office space adequate to meet the program needs as available.

B. EQUIPMENT

The Township shall provide access to and use of necessary office equipment during normal business hours, including such items as desks, chairs, file cabinets, computer, typewriter and similar items. This equipment shall be used and remain in the Municipal Building.

C. SERVICES

The Township shall make provision for photocopy and telephone equipment usage and services.

D. STAFF AND COOPERATION

The Township shall provide for overall cooperation of Township staff and officials, including administrative, code enforcement and inspection personnel.

VIII. OTHER PROVISIONS

This Agreement is subject to the provisions of Exhibit A entitled, "General Terms and Conditions", a copy of which is attached hereto and by reference thereto incorporated herein.

IX. GOVERNING LAWS

The validity and interpretation of this contract and each clause and part thereof shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township and the Consultant have executed this Agreement.

Township of West Orange

Community Action Services

BY: _____
John F. McKeon, Mayor

BY
Steven J. Weinberg, Director

Attest:

Witness:

"EXHIBIT A"

GENERAL TERMS AND CONDITIONS

I. Extent of Agreement - This agreement represents the entire and integrated agreement between the Township and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Township and the Consultant

2. Termination of Contract - If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Contract, or the Township determines the services are no longer needed, the Township shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof; at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Township become its property.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of Contract by the Consultant, and the Township may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Township from the Consultant is determined.

3. Limited Warranty by Consultant - The Consultant shall render services under this agreement in accordance with generally accepted professional practices. The Consultant shall not, however, be responsible for delays caused by employees and/or agents of the Township, nor shall the Consultant be responsible for acts or omissions of the Township's employees and/or agents, provided that the Consultant gives timely notice to the Township of any such events.

4. Damages - Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

5. Compliance with Local Laws - The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments.

6. Ownership of Material - Ownership of all data, material, manuals, and documentation originated and prepared for the Township pursuant to this contract shall belong exclusively to the Township.

7. Records Access & Retention - The Township or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. All such records shall be retained in West Orange Town Hall.

8. Audit - The Township or any of their duly authorized representatives shall have access to any books, documents, papers, and recourse of the Consultant which are directly pertinent to a specific program for the purpose of making audit, examination, excerpts, and transcriptions and anything else.

9. Assignability - The Consultant shall not assign any interest in this Contract; and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written approval of the Township. Provided, however, that claims for money due or to become due the Consultant from the Township under this Contract may be assigned to a bank, or to a Trustee in Bankruptcy, without such approval, notice of any such assignment or transfer shall be furnished promptly to the Township in writing, signed by the consultant.

10. Equal Employment Opportunity - In compliance with Federal Executive Orders 11246 and 11375, applicable Federal regulations and New Jersey State laws, in carrying out this Agreement the Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, nationality, ancestry, age, sex, marital status, atypical cellular or blood trait, liability for military service, ornamental or physical disability, subject only to conditions and limitations applicable alike to all persons. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to race, creed, color, national origin, nationality, ancestry, age, sex, marital status, atypical cellular or blood trait, liability for military service or mental or physical disability, subject only to conditions and limitations applicable alike to all persons. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship, and setting of working conditions.

11. Compliance with Local Laws - The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments.

12. Remedies - Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the Township and Consultant arising out of or relating to this Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of New Jersey.

In the event the parties agree to arbitration, same shall be conducted in accordance with the applicable rules of the American Arbitration Association, the outcome shall be binding upon the parties, and judgement upon the award rendered

by the arbitrator(s) maybe entered in any court having jurisdiction thereof