

RESOLUTION #21-119

**RESOLUTION AUTHORIZING EXECUTION OF THE CONTRACT FOR
ROOF REPLACEMENT**

OF 5 SCATTERED SITES HOMES UNDER NJ204-1 PUBLIC HOUSING

TORTORICE CONTRACTORS, INC.

WHEREAS, the Housing Authority of Gloucester County (HAGC) approved RES#21-117 with the intent to award a contract to **TORTORICE CONTRACTORS, INC.** for the Roof Replacement of (5) Scattered Sites Homes under NJ204-1 Public Housing; and

WHEREAS, RES#21-117 contained a clerical error which rendered the resolution unusable for the purpose of awarding a contract; and

WHEREAS, RES#21-117 3rd paragraph indicated the lowest, responsible bidder was **JOURNEY CONTRACTING CO.**, however, **TORTORICE CONTRACTORS, INC.** was the lowest, responsive bidder, as evidenced in the bid evaluation attached to RES#21-117 and hereto; and

WHEREAS, the HAGC wishes to annul RES#21-117 and adopt this resolution correctly naming **TORTORICE CONTRACTORS, INC. in the amount of \$56,138.00** as the lowest, complete, and proper bid, responsive to all the specifications provided in accordance with Local Public Contracts Law (N.J.S.A 40a:11-1 et seq); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the contract with **TORTORICE CONTRACTORS, INC.** be and is hereby approved; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute the contract for the Roof Replacement of (5) Scattered Sites Homes under NJ204-1 Public Housing, in accordance with the bid received and the tabulation attached hereto for the contract amount of **\$56,138.00**, subject to review of required documentation and check of references.

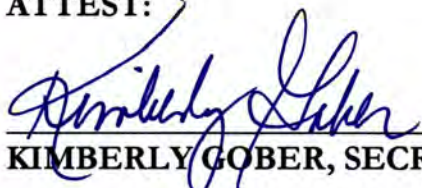
ADOPTED at a regular meeting of the Housing Authority of Gloucester County held on the 22nd day of November 2021.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: NOVEMBER 22, 2021



Bid Tabulation Sheet
204-1 Roof Replacement 5 Homes
IFB 21-019
10.19.2021

Housing Authority of Gloucester County

Attended by:
John Rasmus
Lisa Butler

Company	Base Bid	No.	ADD ON	Comments
Journey Contracting	52,630.00			Lowest- Pending Document Review
395 B Millstone Rd		1	6.00	Pers/f remove/replace plywood
Millstone, NJ 08510		2	25.00	per board foot remove/replace Dimen. Wood
Tortorice Contractors	56,138.00			
161 Blackwood Rd		1	6.00	Pers/f remove/replace plywood
Sewell, NJ 08080		2	15.00	per board foot remove/replace Dimen. Wood
Kupex Exteriors LLC	52,642.00			
1278 East State Street		1	123.00	Pers/f remove/replace plywood
Trenton, NJ 08609		2	4.50	per board foot remove/replace Dimen. Wood
Detwiller Roofing LLC	90,000.00			
1578 Main Street		1	15.00	Pers/f remove/replace plywood
East Earl PA 17519		2	16.00	per board foot remove/replace Dimen. Wood



Housing Authority of Gloucester County Affordable Housing Operations

100 Pop Moylan Boulevard, Deptford, New Jersey 08096
Phone:(856) 853-1190 Fax:(856) 251-6671 www.hagc.org

IFB 21-019 Recommendation Continued:

Journey Contracting has submitted an incomplete bid. The **Debarment Certification** was incomplete as the proposer did not select a section to certify on IFB21-019 but properly completed the section on a previous submitted bid 21-015.

Kupex Exteriors LLC has submitted an incomplete bid. The **Debarment Certification** was incomplete as the proposer did not select a section to certify on IFB21-019. The submitted cost on Form 501a are unreasonable and unbalanced for the s/f cost to remove and replace deteriorated plywood decking.

The submitted price of \$123.00 * 32 s/f (8'x4' plywood sheet)= \$3,936.00 per plywood sheet.

Detwiller Roofing has submitted a complete bid. The submitted bid is unreasonable and unbalanced. The ICE for the IFB21-019 is \$68,200. The submitted bid \$90,000-\$68,200= \$21,800 over ICE.

RESOLUTION #21-120

**RESOLUTION DESIGNATING PRIMARY AND SECONDARY GENERAL
COUNSEL FOR THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

ANGELINI, VINIAR, AND FREEDMAN, LLP

BROWN AND CONNERY, LLP

WHEREAS, there exists a need for the designation of Primary and Secondary General Counsel to provide legal services for the Housing Authority of Gloucester County, where the Primary General Legal Provider will become the Attorney of record and the Secondary General Legal Provider will perform back-up legal assistance in the event of a conflict of interest and/or unavailability by the Primary Counsel; and

WHEREAS, the Housing Authority of Gloucester County has requested proposals for legal services through public advertisement; and

WHEREAS, the Housing Authority of Gloucester County has reviewed, rated, and ranked proposals received,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County as follows:

1. That Jeffrey Daniels, Esq. and the law firm of Angelini, Viniar & Freedman, LLP be and is hereby appointed Primary General Counsel for the Housing Authority of Gloucester County commencing January 1, 2022 and continuing through December 31, 2022, unless replaced, to perform such duties as required by the Housing Authority of Gloucester County.
2. That Michael Watson, Esq. and the law firm of Brown & Connery, LLP be and is hereby appointed Secondary General Counsel for the Housing Authority of Gloucester County, commencing on January 1, 2022 and continuing through December 31, 2022, unless replaced, to perform back-up legal assistance in the event of a conflict of interest and/or unavailability by the Primary Counsel.
3. These contracts are awarded with competitive proposals, pursuant to Request for Proposal solicited by requirement of the United States Department of Housing & Urban Development directive and as a "Professional Service" under the provisions of

the Local Public Contracts Law encompassing professional services recognized, licensed and regulated by law, and of a nature where it is not possible to obtain competitive bids as there are unique qualitative professional requirements relative to these professional services.

4. The Executive Director is hereby authorized to negotiate, execute, and sign a contract to provide Legal Services for a fee not to exceed the proposed amount stated on the attached Proposal Tabulation Sheet.

5. A brief notice stating the contract award and this resolution are on file and available for public inspection in the office of the Executive Director and shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Housing Authority of Gloucester County held on the 22nd day of November 2021.


THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: William W. Bain, Jr.
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

Kimberly Gober
KIMBERLY GOBER, SECRETARY

DATE: NOVEMBER 22, 2021

	Tabulation Sheet PRIMARY AND SECONDARY GENERAL LEGAL SERVICES RFP 21-016 NOVEMBER 9, 2021 @ 2:00PM			Housing Authority of Gloucester County Attended by: Nelly Rojas Dana Dunfee William Hobbs-Fernie
Company	Primary Only	Secondary Only (as needed)	Either	Fee Schedule
Angelini, Viniar and Freedman, LLP 1415 Route 70 East, Suite 306 Cherry Hill, NJ 08034	<input checked="" type="checkbox"/>			\$160 hr. Attorney
Brown and Connery, LLP 360 Haddon Avenue Westmont, NJ 08108	<input checked="" type="checkbox"/>			\$185/hr. Attorney \$95/hr. Paralegal/Law Clerk \$125/hr. Technology Assistant
Eric M. Berstein and Associates, LLC 34 Mountain Blvd., Building A P.O. Box 4922 Warren, NJ 07059			<input checked="" type="checkbox"/>	\$130/hr. Attorney \$60/hr. Paralegal

RESOLUTION #21-121

RESOLUTION AWARDING

**PROFESSIONAL HOUSING DEVELOPMENT CONSULTING SERVICES
FOR THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
THE BROOKE GROUP, LLC**

WHEREAS, there exists a need for the designation of a Professional Housing Development Consultant to provide Housing Development consulting services for the Housing Authority of Gloucester County (HAGC) for the year 2022; and

WHEREAS, the HAGC has requested proposals for such services through public advertisement; and

WHEREAS, THE BROOKE GROUP, LLC has supplied a proposal summarizing their capabilities in providing expertise in all areas needed and pursuant to the guidelines of the Department of Housing and Urban Development; and

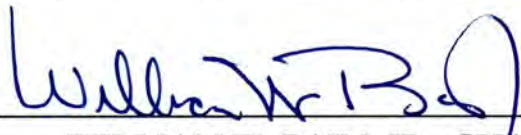
WHEREAS, the HAGC has found it to be in their best interest to retain the services of THE BROOKE GROUP, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the Executive Director is hereby authorized to negotiate, execute, and sign an agreement with THE BROOKE GROUP, LLC to provide these services for a fee of \$132/hr. for Manager Director and Executive Associates, \$110/hr. for Professional Staff and \$70/hr. for Clerical, not to exceed \$50,000.00.

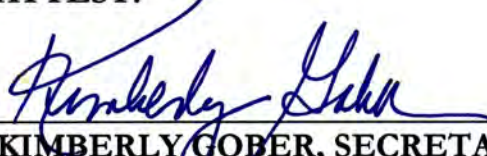
BE IT FURTHER RESOLVED that a brief notice stating the contract award and this resolution are on file and available for public inspection in the office of the Executive Director and shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Housing Authority of Gloucester County held on the 22nd day of November 2021.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: NOVEMBER 22, 2021



**Housing Authority
of Gloucester County**

Attended by:
Nelly Rojas
Dana Dunfee
William Hobbs-Fernie

Tabulation Sheet
PROFESSIONAL CONSULTING SERVICES
RFP 21-017
NOVEMBER 9, 2021 @ 2:30PM

Company

The Brooke Group, LLC

209 E Egnor Drive

Galloway, NJ 08205

Fee Schedule

\$132/hr. Managing Director and Executive Associates

\$110/hr. Professional Staff

\$70/hr. Clerical

RFP Evaluation Statement

Project	CONSULTING SERVICES	C	Complete
		C	Complete

Number	21-017		Incomplete
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Date	11/9/2021	X	Missing
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C	Complete
I	Incomplete
X	Missing

Company	Bid
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The Brooke Group, LLC	\$132/hr
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Bid

\$132/hr
per fee schedule

W-9
Own
Deba
Cert.
Non-
Affirm
Discipl
Drug
Non-
HUD
NJ Bu
Affid
Gene
Irania
Equa
HUD-
Certifi
Certifi
Rece

Ownership Disclosure
Debarment Certification
Cert. of Contracts, Grants, Loans & Coop
Non-Collusion Affidavit
Affirmat. Action Stmt & Affidavit
Disclosure of Lobbying Activities
Drug-Free Workplace Cert & Affidavit
Non-Default Cert & Affidavit
HUD 5369-C, Certification, etc of Offerors
NJ Business Registration
Affidavit of Moral Integrity
General Terms and Conditions
Iranian Certification
Equal Employment Opp. Language
HUD-50071 Certification of Payments
Certificate of Worker's Comp Ins.
Certificate of Liability Ins.
Receipt of Addenda

RESOLUTION #21-122

**RESOLUTION AWARDING
AUDIT SERVICES CONTRACT FOR FISCAL YEAR
JANUARY 1, 2021 TO DECEMBER 31, 2021
BOWMAN AND COMPANY**

WHEREAS, the Housing Authority of Gloucester County is a certified Public Housing Authority and authorized to act in said capacity relative to the United States Department of Housing and Urban Development; and

WHEREAS, the United States Department of Housing and Urban Development requires an audit of its activities; and

WHEREAS, said audit must be performed by a Certified Public Accountant not having any interest direct or indirect in the Authority such as a family relationship with HAGC members, officials or any other related activity and said audit may not be performed by the Fee Accountant; and

WHEREAS, the HAGC has publicly announced a Requests for Proposals by public advertisement in a newspaper of general circulation and by direct solicitation; and

WHEREAS, one proposal was received, and the proposal received was from **Bowman and Company**, an experienced professional corporation.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of Gloucester County that the Chairman or Executive Director be hereby authorized to enter into a contract with **Bowman and Company**, a Professional Corporation, Certified Public Accountants, in accordance with the tabulation attached hereto for the Housing Authority of Gloucester County, for the exclusive purpose of performing an audit of the books and records of the Housing Authority of Gloucester County, in compliance with the statutes and regulations of the United States and the United States Department of Housing and Urban Development, specifically the "Audit Guide for Audits of Public Housing Agencies - HUD Handbook for period ending 12/31/21."

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to negotiate, execute, and sign a contract for Audit Services, FY 2021, for a fee of **\$250/hr. for Partner, \$207/hr. for Senior Manager, \$125/hr. for Senior Associate, \$105/hr. for Associate, and \$50/hr. for Administrative** not to exceed the proposed amount of **\$40,900.00 for the estimated time budget of 540 hours.**


BE IT FURTHER RESOLVED that a brief notice stating the contract award and this resolution are on file and available for public inspection in the office of the Executive Director and shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Housing Authority of Gloucester County held on the 22nd day of November 2021.


THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: NOVEMBER 22, 2021

	Tabulation Sheet AUDIT SERVICES RFP 21-018 NOVEMBER 9, 2021 @ 3:00PM		Housing Authority of Gloucester County Attended by: Nelly Rojas Dana Dunfee William Hobbs-Fernie
Company	Base Proposal	Estimated Time Budget	Fee Schedule
Bowman and Company, LLP	40,900.00	540 hrs.	\$250/hr. Partner for 50 hrs. Total
6 North Broad Street, Suite 201			\$207/hr. Senior Manager for 160 hrs. Total
Woodbury, NJ 08096			\$125/hr. Senior Associate for 80 hrs. Total
			\$105/hr. Associate for 200 hrs. Total
			\$50/hr. Administrative for 50 hrs. Total

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RFP Evaluation Statement

Project **AUDIT SERVICES**
Number **21-018**
Date **11/9/2021**

C Complete
I Incomplete
X Missing

Ownership Disclosure
Debarment Certification
Cert. of Contracts, Grants, Loans & Coop
Non-Collusion Affidavit
Affirmat. Action Stmt & Affidavit
Disclosure of Lobbying Activities
Drug-Free Workplace Cert & Affidavit
Non-Default Cert & Affidavit
HUD 5369-C, Instructions to Offerors
NJ Business Registration
Professional License (if applicable)
Affidavit of Moral Integrity
General Terms and Conditions
Certificate of Professional Liab. Ins.
Iranian Certification
Equal Employment Opp. Language
HUD-50071 Certification of Payments
Certificate of Worker's Comp Ins.
Certificate of Liability Ins.
Receipt of Addenda

W-9

Company

Bid

Bowman and Company, LLP

\$40,900.00

for 540 hrs

RESOLUTION #21-123

**RESOLUTION APPROVING AND RATIFYING
EXECUTION OF AGREEMENT FOR
IT CONSULTING SERVICES**

WHEREAS, the Housing Authority of Gloucester County (HAGC) has the need to implement cybersecurity monitoring and productivity tools to protect the Authority and its property from a wide range of risks stemming from both physical and cyber threats and hazards; and

WHEREAS, the HAGC has solicited and reviewed quotes for IT Consulting Services, to test, research and implement centralized user monitoring solution tools, as outlined in the attached Statement of Work; and

WHEREAS, **BRUCE FROMHOFF** has supplied a proposal indicating his capabilities in providing expertise in all areas needed with a fee of **\$2,600 for the period of October 25, 2021, until November 18, 2021**; and

WHEREAS, the Executive Director has found it to be in the best interest of HAGC to retain said services and executed the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the attached agreement with **BRUCE FROMHOFF** to provide IT Consulting services for a fee of **\$2,600 from October 25, 2021, until November 18, 2021**, is hereby approved and ratified.


ADOPTED at a regular meeting of the Housing Authority of Gloucester County held on the 22nd day of November 2021.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____


WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATE: NOVEMBER 22, 2021

Statement of Work

Bruce Fromhoff
10645 NW 3rd Street
Plantation FL 33324
Plantation, FL 33324

SOW 1021 for Agreement to Perform Consulting Services to HAGC

Date	Services Performed By:	Services Performed For:
10/25/2021	Bruce Fromhoff 10645 NW 3rd Street Plantation FL 33324	HAGC 100 Pop Moylan Blvd, Deptford NJ 08096

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between HAGC ("Client") and Bruce Fromhoff ("Contractor"), effective 10/25/21 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # 1021 (hereinafter called the "SOW"), effective as of 10/25/21, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on 10/25/21, and shall continue through 11/18/2021.

Engagement Resources

HAGC IT Department

Consultant

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

- ActivTrak User security tool
- User Web browsing productivity tool
- ActivTrak Mobile devices management tool

Deliverable Materials

There are no formal deliverables or work products defined in association with these services.

Contractor Responsibilities

Contractor is responsible for selecting and implementing Centralized user monitoring tool in working collaboration with HAGC IT Department

Client Responsibilities

Providing contractor with required and necessary access to HAGC environment to test research and implement Centralized user monitoring solution tool

Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall not exceed \$2600 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

This figure is based on 50 hours of professional services. Contractor will provide up to 1 resource

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Bill To Address	Client Project Manager	Client Cost Center
100 Pop Moylan Blvd,Deptford NJ 08096	Alma Asllanaj	

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and T&L expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 20 business days advance written notice to the other party.

Assumptions

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

HAGC

Bruce Fromhoff

By: Alma Asllanaj
Name: Alma Asllanaj
Title: IT Director

By: Bruce Fromhoff
Name: Bruce Fromhoff
Title: Consultant

October 25, 2021

THIS SERVICES AGREEMENT (the Agreement) is made effective, by and between Bruce Fromhoff and Housing Authority of Gloucester with corporate offices located at 100 Pop Moylan Blvd, Deptford NJ

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

- 1.1 Bruce Fromhoff will provide HAGC, with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as Services. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.
- 1.2 Statements of Work will be written documents setting forth at a minimum:
 - a. A description of the types of Services to be rendered.
 - b. The applicable billing rates for the Services to be rendered and Invoice.
 - c. Any additional terms and conditions to which the parties may agree.
- 1.3 The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by Bruce Fromhoff and HAGC.
- 1.4 Executive Staff of HAGC and Bruce Fromhoff will review the status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review. Bruce Fromhoff and HAGC agree to execute and maintain copies of these status reports.

Obligations

- 2.1 HAGC will provide other support services needs to Bruce Fromhoff as both the company and Bruce Fromhoff subsequently agree.

Services and Fees and Expenses

- 3.1 HAGC shall be responsible for all Service Fees as identified in the applicable Statement(s) of Work (and Change Orders, as applicable) as those Services are provided.
- 3.2 Bruce Fromhoff will invoice HAGC for the Services Fees after work described in the attached SOW is completed and delivered to HAGC's satisfaction. HAGC agrees to remit full payment to Accounts Payable promptly upon its receipt of the invoice.

Term and Termination

- 4.1 This Agreement shall commence as of the Agreement Date above and shall remain in force through.

Proprietary Rights: Confidential Information

- 5.1 Bruce Fromhoff agrees that the work products from the Services provided to HAGC hereunder, shall be owned by HAGC. Nothing contained in this Section 5.1 shall be construed as prohibiting Bruce Fromhoff utilizing in any manner, knowledge and experience of a general nature acquired in the performance of Services for HAGC.
- 5.2 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.
- 5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, Bruce Fromhoff or HAGC exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have

entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

- 5.4 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party and may bring an appropriate legal action to enjoin such breach and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Warranties

- 6.1 Bruce Fromhoff warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. HAGC agrees that Bruce Fromhoff sole and exclusive obligation with respect to the Services covered by this limited warranty shall be, at Bruce Fromhoff sole discretion, to correct the nonconformity or to refund the Services Fees paid for the affected executive consulting services.

General Provisions

- 7.1 The relationship of HAGC and Bruce Fromhoff is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party.
- 7.2 No delay, failure, or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.
- 7.3 Any assignment in violation of these terms is void.
- 7.4 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees unless the arbitration award specifically provides otherwise.

- 7.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or by airmail, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to HAGC or to Bruce Fromhoff as set forth in the preamble of this Agreement, until such time as either party provides the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.
- 7.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of New Jersey ; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in. Bruce Fromhoff and HAGC agree and consent to the venue in and to the in-person jurisdiction of the aforementioned courts.
- 7.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.
- 7.8 This Agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to HAGC .

HAGC hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than Bruce Fromhoff. To the extent, if any, that the terms and conditions of HAGC orders

or other correspondence are inconsistent with this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

Employer Information: Housing Authority of Gloucester County

100 Pop Moylan Blvd Deptford NJ 08096

PHONE 856-845-4959


BY: Kimberly Gober ED

Sign

A handwritten signature in blue ink, appearing to read "Kimberly Gober", written over a horizontal line.

NAME: Bruce Fromhoff

Sign

A handwritten signature in blue ink, appearing to read "Bruce Fromhoff", written over a horizontal line.

TITLE: Consultant

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day, month and year first written above.

Amendment: This Agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the Consulting Agreement at will, at any time, with or without cause. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by HAGC. Upon termination of this Agreement, Consultant must return all documentation, equipment or other materials provided by HAGC during the term of this Agreement.

RESOLUTION #21-124
RESOLUTION
VOIDING OUTSTANDING CHECKS AND AUTHORIZING THE
HOLDING OF
SAID FUNDS AS UNCLAIMED PROPERTY
WRITTEN ON VARIOUS ACCOUNTS DATED
PRIOR TO MAY 22, 2021

WHEREAS, The Housing Authority of Gloucester County (HAGC), in its various accounts, prepares an exorbitant amount of checks per year; and

WHEREAS, each year a certain number of checks are voided by the HAGC or are released and not presented to HAGC banks for payment; and

WHEREAS, appropriate accounting procedures are required to be implemented to account for the voiding of checks issued prior to and not paid as of this date, and

WHEREAS, said funds are to be held as unclaimed property until determined to be abandoned, and.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that:

1. *Checks on various HAGC accounts written prior to **MAY 22, 2021** as listed on the attached schedule, and not presented to HAGC banks, are hereby declared void and not to be paid; and*
2. *The Finance Director of the HAGC and Executive Director shall make the appropriate accounting entries in books of accounts for the voiding of checks outstanding that were issued by the HAGC prior to **MAY 22, 2021** and not presented to HAGC banks for payment as of **NOVEMBER 22, 2021***
3. *Funds shall be held as unclaimed property in accordance with the requirements of N.J.S.A. 46:30B-42.*

ADOPTED at a regular meeting of the Housing Authority of Gloucester County held on the 22nd day of November 2021.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATE: NOVEMBER 22, 2021

HOUSING AUTHORITY OF GLOUCESTER COUNTY**OUTSTANDING CHECKS TO BE WRITTEN-OFF**

(ISSUED PRIOR TO MAY 22, 2021)

NOVEMBER 22, 2021

ACCOUNT:

PUBLIC HOUSING MANAGEMENT

CHECK NO.	DATE	AMOUNT	PAYABLE TO	DESCRIPTION
205825	8/5/2020	\$108.64	TENANT	SECURITY DEPOSIT REFUND
206269	2/24/2021	\$79.59	TENANT	SECURITY DEPOSIT REFUND
206437	5/19/2021	\$141.57	TENANT	SECURITY DEPOSIT REFUND
TOTAL		\$329.80		

ACCOUNT:

HAP DISBURSEMENT ACCOUNT

CHECK NO.	DATE	AMOUNT	PAYABLE TO	DESCRIPTION
504841	1/1/2021	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
504857	1/1/2021	\$21.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
504895	1/1/2021	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
504897	1/1/2021	\$49.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
504901	1/1/2021	\$1.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
504916	1/1/2021	\$17.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505003	2/1/2021	\$2.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505111	2/1/2021	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505127	2/1/2021	\$21.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505130	2/1/2021	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505156	2/1/2021	\$10.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505162	2/1/2021	\$16.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505164	2/1/2021	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505169	2/1/2021	\$1.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505183	2/1/2021	\$17.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505197	2/1/2021	\$20.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505371	3/1/2021	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505386	3/1/2021	\$21.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505388	3/1/2021	\$27.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505390	3/1/2021	\$11.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505398	3/1/2021	\$27.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505419	3/1/2021	\$8.00	TENANT	UTILITY REIMBURSEMENT PAYMENT

505421	3/1/2021	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505439	3/1/2021	\$17.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505453	3/1/2021	\$2.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505462	3/1/2021	\$8.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505570	4/1/2021	\$2.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505679	4/1/2021	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505693	4/1/2021	\$21.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505704	4/1/2021	\$27.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505720	4/1/2021	\$10.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505726	4/1/2021	\$8.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505728	4/1/2021	\$4.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505760	4/1/2021	\$1.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505768	4/1/2021	\$11.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505769	4/1/2021	\$6.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505953	5/1/2021	\$8.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505960	5/1/2021	\$21.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505961	5/1/2021	\$27.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505962	5/1/2021	\$9.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
505990	5/1/2021	\$8.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
506023	5/1/2021	\$1.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
506032	5/1/2021	\$6.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
506039	5/1/2021	\$5.00	TENANT	UTILITY REIMBURSEMENT PAYMENT
TOTAL		\$528.00		

TOTAL FOR ALL ACCOUNTS:

\$857.80

TABLED

RESOLUTION #21-125

RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER TO DISCUSS MATTERS FALLING UNDER EXEPTIONS TO THE OPEN PUBLIC MEETINGS ACT

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in “Executive Session”, i.e., without the public being permitted to attend and:

WHEREAS, the Housing Authority of Gloucester County has determined that _____ issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on November 22, 2021, at 4:30 P.M. and;

WHEREAS, the nine (9) exceptions to public meetings set forth in NJSA 10:4-12(b) are listed below with the number of issues and any additional information shall be written:

- 1) **“Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion”** the legal citation to the provision at issue is _____ and the nature of the matter described as specifically as possible without undermining the need for confidentiality is _____
- 2) **“Any matter in which the release of information would impair a right to receive funds from the federal government.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

- 3) **“Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual’s personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

- 4) **“Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees**

of the public body.” The collective bargaining contract(s) discussed are between the Board and _____

- 5) **“Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality

is _____

- 6) **“Any tactics and techniques utilized in protecting the safety and property of the public provide that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____

- 7) **“Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.”** The parties to and docket number of each item of litigation and/or the parties to each contract discussed are _____

and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is _____

- 8) **“Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining in of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.”**

Subject to the balancing of the public’s interest and the employee’s privacy rights under South Jersey Publishing Co. vs New Jersey Expressway Authority, 124 NJ 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are _____

- 9) "Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____
- _____
- _____

WHEREAS, the length of the Executive Session is estimated to be _____ minutes after which the public meeting of the Housing Authority of Gloucester County shall **(circle one)** reconvene and immediately adjourn or reconvene and proceed with business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Gloucester County will go into Executive Session for only the above stated reasons;

BE IT FURTHER RESOLVED that the Secretary at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed.

BE IT FURTHER RESOLVED that the Secretary, on the next business day following this meeting, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by NJSA 47:1A-1 et seq.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AT ITS PUBLIC MEETING HELD ON NOVEMBER 22, 2021.

ADOPTED at a regular meeting of the Housing Authority of Gloucester County held on the 22th day of November 2021.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: _____

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATE: NOVEMBER 22, 2021