

C1494

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE NEW JERSEY DEPARTMENT OF STATE
AND
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

This Intergovernmental Agreement (“**Agreement**”) made by and between the New Jersey Department of State (“**DOS**”) and the New Jersey Department of Community Affairs (“**DCA**”) will confirm the mutual understanding and intention of the parties hereto as to the following:

RECITALS

WHEREAS, the New Jersey Department of State is charged with preserving and promoting the State’s art, history, and culture; and

WHEREAS, the New Jersey Department of Community Affairs is charged with providing administrative guidance, financial support, and technical assistance to local governments, businesses, community organizations, and individuals to improve the quality of life in New Jersey; and

WHEREAS, the Center for Hispanic Policy, Research and Development (the “Center”) in the Department of Community Affairs was established to empower the Hispanic community in New Jersey and is charged with creating employment opportunities for the Hispanic community, developing public-private partnerships, and serving as a central location for the Hispanic community in developing public policy; and

WHEREAS, the Office of Smart Growth in the Department of Community Affairs is charged with coordinating long-term and short-term planning throughout the State, including environmental initiatives, mixed-use development, redevelopment, public-private partnerships, and regulations; and

WHEREAS, the Department of State enjoys a central placement in the architecture of government and a unique relationship with all executive agencies; and

WHEREAS, it would be appropriate for the Department of State to assist and enhance cooperation with the New Jersey Department of Community Affairs in promoting and coordinating activities and effectuating responsibilities related to the Center and the Office of Smart Growth; and

WHEREAS, the Center and the Office of Smart Growth can more effectively and efficiently carry out its duties and responsibilities with the assistance of the New Jersey Department of State;

NOW, THEREFORE, DOS and DCA do hereby agree to the following:

1. The recitals set forth above are incorporated within the terms of this Agreement.
2. DCA shall assign an appropriate amount of personnel from its staff (the "Assigned Staff") to perform the services described below on behalf of the Center and the Office of Smart Growth to a location specified by DOS.
3. DCA will grant mobility assignments to the current staff of the Center and the Office of Smart Growth to DOS, in accordance with applicable Civil Service Commission rules.
4. DOS will assist DCA in carrying out its responsibilities with regard to the Center and the Office of Smart Growth.
5. DCA will continue its budget and fiscal responsibility for the Center and the Office of Smart Growth but shall consult with DOS.
6. DCA will provide DOS money to perform the responsibilities that will enhance the mission of the Center and the Office of Smart Growth.
7. DCA agrees to reimburse DOS for all expenses incurred. DOS shall submit invoices quarterly within twenty (20) business days after the close of each quarter.
8. There are no third party beneficiaries of this Agreement.
9. This Agreement may be amended, modified, and supplemented at any time by mutual consent in writing signed by DOS and DCA.
10. This Agreement shall be effective as of the date last executed by the parties and shall remain in effect unless terminated by one or both parties, in writing, upon forty-five (45) days prior notice. This Agreement shall cease upon the effective date of any Reorganization Plan concerning the Center or the Office of Smart Growth.

IN WITNESS HEREOF, the DCA and DOS have executed this agreement on the dates set forth below:

State of New Jersey
Department of State

By Kim Guadagno
Kim Guadagno
Lt. Governor / Secretary of State

Dated 1/3/10

State of New Jersey
Department of Community Affairs

By Lori Grifa
Lori Grifa
Commissioner

Dated 1/10/10