

RESOLUTION NO. 2015 - 16

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH TRIAD ASSOCIATES, INC., VINELAND, NJ FOR TECHNICAL ASSISTANCE IN THE COMMUNITY DEVELOPMENT PROGRAM, IN AN AMOUNT NOT TO EXCEED \$50,000.00.

WHEREAS, there exists a need for professional services for oversight and technical assistance to the City’s Community Development Program, as well as assistance in the administration of the COAH/Affordable Housing Trust Fund, Home Ownership Assistance Programs, relocation activities and related services; and

WHEREAS, the City of Vineland has a need to acquire such professional services as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, Triad Associates, Inc., Vineland, NJ, has submitted a proposal to provide such professional services in an amount not to exceed \$50,000.00 as needed at a blended rate of \$145.00 per hour for a period of one year from date of award; and

WHEREAS, Triad Associates, Inc. has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Triad Associates, Inc. has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Triad Associates, Inc. from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the City Comptroller; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that:

1. The Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Triad Associates, Inc., Vineland, NJ, for Professional services for oversight and technical assistance to the City’s Community Development Program, as well as assistance in the administration of the COAH/Affordable Housing Trust Fund, Home Ownership Assistance Programs, relocation activities and related services, in an amount not to exceed \$50,000.00 as needed at a blended rate of \$145.00 per hour.
2. This Agreement is awarded without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.
3. The Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with this Resolution.
4. A Notice of this action shall be printed once in the Daily Journal.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS  
UNDER 40A:11-5 EXCEPTIONS  
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

December 29, 2014

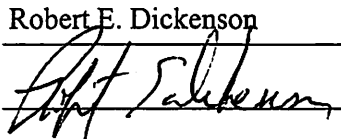
(DATE)

1. Service (detailed description): Provide oversight and technical assistance to the CDP office and well as interaction with grants as it relates to Business office.
2. Amount to be Awarded: \$ 50,000 as needed at a blended rate of \$145 per hour.

- Encumber Total Award  
 Encumber by Supplemental Release

3. Amount Budgeted: \$ Based on the salary of the outgoing Director of CDP.
4. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year Community Development HUD Grant.
5. \*\*Account Number to be Charged: \_\_\_\_\_
6. Contract Period: One year from date of award.
7. Date To Be Awarded: January 13, 2015
8. Recommended Vendor and Address: TRIAD Associates, Inc.  
1301 West Forest Grove Road, Vineland
9. Justification for Vendor Recommendation:(attach additional information for Council review)  
Due to the retirement of the Director of CDP, the City desires to provide oversight and technical assistance to the incoming Acting Director of CDP and staff. Also, the interaction between the CDP office and Business office, such as use of the IDIS system and grant opportunities will require the same.

- Non-Fair & Open (Pay-to-Play documents required)  
 Fair & Open: How was RFP advertised? \_\_\_\_\_

10. Evaluation Performed by: Gregory A. Gallo
11. Approved by: Robert E. Dickenson  


12. Attachments:
- Awarding Proposal  
 Other: \_\_\_\_\_

- Send copies to:  
Purchasing Division  
Business Administration

**\*\* If more than one account #, provide break down**

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made December 24, 2014 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **CITY OF VINELAND**, 640 Wood Street, Vineland, New Jersey 08262 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
  - a. Principal's nonpayment of compensation as required by Exhibit B;
  - b. Principal's failure to pay invoices within 45 days of receipt;
  - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.


17. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
18. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
19. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
21. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

<b>To the Consultant:</b>	<b>To the Principal(s):</b>
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	CITY OF VINELAND 640 Wood Street Vineland, New Jersey 08262
Attention: Michael Zumpino Chairman/CEO	Attention: Robert Dickenson Assistant Business Administrator

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.


The Consultant and Principal executed this Agreement as of the date first above written.

For TRIAD ASSOCIATES



Michael Zumpino  
Chairman/CEO

Date: December 24, 2014

  
Attest

For CITY OF VINELAND

By: Ruben Bermudez  
Mayor

Date:

Attest

**\*State, County or Municipal Governments or Agencies:**

I am the Chief Financial Officer for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

## EXHIBIT A DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated December 24, 2014; between TRIAD ASSOCIATES ("Consultant"), and CITY OF VINELAND ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

**DESCRIPTION OF THE PROJECT:** Consultant will provide oversight and technical assistance to the City of Vineland's Community Development Office in the overall administration of the City's Community Development Block Grant, HOME and Emergency Services Program. In addition, technical services will be available to assist the Community Development Office in the administration of the COAH/Affordable Housing Trust Fund, Home Ownership Assistance Programs, relocation assistance activities and related services.

In providing these services which will relate to the preparation and submission of entitlement or discretionary programs, management of approved grants including programmatic and fiscal drawdowns and other reporting requirements, Triad Associates' Professional Team with experience in all aspects of CDBG, HOME, COAH etc. will be available on a daily basis as needed to assist the City's Community Development Office in carrying out their responsibilities.

A general description of the tasks that are the responsibility of the Community Development Office and for which technical services may be required is presented below as evidence of the comprehensiveness of the Community Development Office's activities and the corresponding opportunity for Triad Associates to assist in the implementation of those activities.

### SCOPE OF SERVICES

#### HUD programs

- Handle IDIS set-ups, funding, voucher approval, accomplishment reporting and completion for both CDBG and HOME activities
- Continue to provide technical assistance, IDIS services listed above and consortium coordination on behalf of the consortium lead entity for all HOME consortium members
- Report program income for both CDBG and HOME in IDIS
- Assist city staff in preparing annual action plan and 5-year consolidated plan (this is in addition to contracted service for the writing and submission of these plans)
- Assist city staff in monitoring CDBG subrecipients
- Coordinate project review, selection, written agreements and compliance for HOME CHDO activities
- Monitor balances in all rehab-related HUD accounts and advise city CD staff on rehab funding availability
- Assist city staff in preparing the annual Consolidated Annual Performance and Evaluation Report (CAPER) (this is in addition to contracted service for the writing and submission of these plans)

**COAH/Affordable Housing Trust Fund (AHTF)**

- File the city's required monthly on-line reports with COAH for Affordable Housing Trust Fund activities – income, expenditures. Reports based on information provided by city's L&I department and Finance department
- Prepare the annual (AHTF) report for Mayor's signature and send it to COAH
- Monitor the timely spending of AHTF monies to comply with the required 4-year deadline and advise city CD staff on deadline compliance and funding availability
- Act as administrative agent for the city's residential rehab program, to include filing biannual unit production reports in COAH's on-line system. Reports to be based on information provided by CD staff
- Provide technical assistance to the city's municipal housing liaison on the requirements of that position and assistance in complying with them

**Home Ownership Assistance Program (HOAP)**

- Application intake and processing
- Management of waiting list
- Contact with realtors and lenders
- Processing of loan repayments and monitoring fund balances
- Preparation of all written agreements, including mortgages and mortgage notes, and their recording with the county clerk
- With CD staff assistance, procuring city HOAP checks in a timely manner
- Representing the city at closing of HOAP properties
- Processing the cancelation of paid-off mortgages

**Loan processing**

- Receiving, recording and processing repayments of all types of loans to the CD office, including CDBG, HOME, HOAP, AHTF and relocation liens
- Keeping accurate records of amounts received and account balances
- Processing cancelation of all paid off mortgages
- Monitoring city real estate transactions for possible triggering of mortgage repayment
- Soliciting and collecting written verification of residency from mortgagors

**Relocation**

- Providing technical assistance to the city on matters relating to forced relocation of residential and commercial tenants
- On a case-by-case basis, perform all relocation tasks that are the city's responsibility. Relocation tasks will be billed at the hourly rate outlined in Exhibit B.



### **Grant Writing**

- Technical Assistance in the grant writing process to include needs assessment, grant research techniques, review of grant program criteria in relation to specific project objectives; methods to secure most competitive ranking; cost benefit analysis, etc.
- Work with City staff to identify projects and select appropriate grant resources
- Assist in assembling “partners” who will demonstrate projects viability and leveraging
- Work with City to develop a consensus building process in response to applicable application criteria
- Assist in preparation of application forms, narratives, supporting documentation, etc.
- Assist in orchestrating follow-up (post-filing) to secure State, Federal, Regional and Local support for the pending application’s approval.

### **General**

- Working with CD staff to identify and obtain funding that is appropriate to the CD mission
- Provide technical assistance to city staff on policy and procedures matters

## EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated December 24, 2014; between TRIAD ASSOCIATES ("Consultant"), and CITY OF VINELAND ("Principal").

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** The Principal shall provide compensation not to exceed \$50,000.00\* for services provided in accordance of Exhibit A as follows:

- Services described in Exhibit A, as may be amended from time to time by mutual agreement, will be provided on an hourly basis at a blended rate of \$145.00 per hour.

*\*This amount may be amended by mutual agreement of the Principal and Consultant.*

**METHOD OF PAYMENT:**

- Monthly invoices will be submitted commensurate with the level of work completed.
- Principal shall pay invoices upon receipt.

**UNSPECIFIED SERVICES:** For services outside the scope of this contract, Consultant shall prepare a Letter of Authorization for approval by the Principal.