

RESOLUTION NO. 2023-167

A RESOLUTION AWARDING A CONTRACT TO TRIAD ASSOCIATES, VINELAND, NJ, IN CONNECTION WITH CONSULTING SERVICES FOR PURSUING FINANCIAL RESOURCES FOR CAPITAL AND INFRASTRUCTURE PROJECTS VIA STATE, FEDERAL AND FOUNDATION GRANT SOURCES.

WHEREAS, the City Council of the City of Vineland has adopted Resolution No. 2021-296, a Resolution Awarding a Contract to Triad Associates, Vineland, NJ, for Grant Writing and Related Consultant Services, (RFQ #2021-13); and

WHEREAS, the Vineland Water Utility has a need for consulting services for pursuing financial resources for capital and infrastructure projects via State, Federal and Foundation grant sources; and

WHEREAS, the Director of Municipal Utilities has recommended that a contract for the requested services be awarded to Triad Associates, Vineland, NJ, in accordance with Contract No. C21-0081 and Triad Associates' proposed agreement dated April 12, 2023, pursuant to a fair and open process; and

WHEREAS, this contract is awarded in an amount not to exceed \$30,000.00 for specified services, for the contract period beginning April 25, 2023 through December 30, 2023; and

WHEREAS, the availability of funds for said Contract to be awarded herein have been certified by the Chief Financial Officer; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said contract in connection with consulting services for pursuing financial resources for capital and infrastructure projects via State, Federal and Foundation grant sources, be awarded to Triad Associates, Vineland, NJ, based upon the proposed agreement received, pursuant to a fair and open process (RFQ #2021-13), in the amount not to exceed \$30,000.00 for the contract period beginning April 25, 2023 through December 30, 2023.

Adopted:

President of Council

ATTEST:

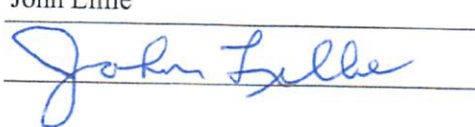
City Clerk

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

4-14-23

(DATE)

1. Service (detailed description): Financial Consultant to pursue financial resources for Capital and Infrastructure projects via state, federal and foundation grant sources
2. Amount to be Awarded: \$ 30,000.00
 Encumber Total Award
 Encumber by Supplemental Release
3. Amount Budgeted: \$ 30,000.00
4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____
5. **Account Number to be Charged: 3-07-55-502-8006-53103
6. Contract Period: 4-25-23 to 12-30-23
7. Date To Be Awarded: 4-25-23
8. Recommended Vendor and Address: Triad Associates 1301 West Forrest Grove
Road Vineland NJ 08360
9. Justification for Vendor Recommendation:(attach additional information for Council review)
Vendor Contract # C21-0081 for Grant Services

- Non-Fair & Open (Pay-to-Play documents required)
 Fair & Open: How was RFP advertised? RFQ # 2022-13
10. Evaluation Performed by: Sharon Lillie
11. Approved by: John Lillie

12. Attachments:
 Awarding Proposal
 Other: scope and proposal

- **Send copies to:**
Purchasing Division
Business Administration

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

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made April 12, 2023 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 08360 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description 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 properly render 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. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against Consultant by any third party and arising out of or in connection with bodily injury or property damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.

18. The chief financial officer (or equivalent) of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. A resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
20. 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.
21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360 Attn: Carolyn P. Zumpino President	CITY OF VINELAND 640 Wood Street Vineland, New Jersey 08360 Attn: Robert E. Dickenson, Jr. Business Administrator
	CITY OF VINELAND MUNICIPAL UTILITIES 330 E. Walnut Road Vineland, New Jersey 08360 Attn: John Lillie, Director

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.

[SIGNATURE PAGE FOLLOWS]

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

Monica Morris
Witness/Attest

TRIAD ASSOCIATES

Carolyn P. Zumpino
Carolyn P. Zumpino
President
Date: April 12, 2023

John Lillie
Witness/Attest

CITY OF VINELAND

Robert Schwaninger Acting Mayor
By:
Date: 4/14/23

BILLING CONTACT INFORMATION:

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title: John Lillie Director Municipal Utilities
Billing Address: City of Vineland PO Box 1508 Vineland NJ 08362-1508
Email Address: jillie@vinelandcity.org
Phone No. 856-794-4000--ext--4164
Fax No. N/A

CERTIFICATION OF FUNDS

I am the Chief Financial Officer (or equivalent) 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
PROJECT DESCRIPTION AND SCOPE OF SERVICES
Grant Writing and Consulting Services for
Projects Undertaken by the Vineland Municipal Utilities

Attached to and made a part of the Agreement dated April 12, 2023 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF VINELAND** ("Principal").

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

PROJECT DESCRIPTION: Principal has a need for Consultant to pursue financial resources for capital, infrastructure, programmatic and related needs of the Principal. Consultant shall (1) recommend federal, state, regional and foundation grant and/or financing resources and/or programs available to meet Principal's needs, (2) apply for the applicable programs upon Principal's approval of Consultant's recommendations, and (3) other services as authorized.

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities, which are broken down into tasks:

- Task 1:** Conduct grants investigation, research and evaluation.
- Task 2:** Preliminary program and financial analysis and strategy development, projects and funding matrix development, informal and formal communications with prospective funding agencies, development of project profiles and other descriptive documents outlining proposed projects with the purpose of securing an invitation to apply for funding. This task shall also include negotiations with other municipal, county and regional agencies, foundations and the private sector to the extent necessary to carry forth the development goals of the Principal. This includes attending meetings when necessary, and providing sufficient support for all services required by the Principal.
- Task 3:** Preparation of pre-application and/or application documents as specified by and required for submission to state, federal and regional agencies and foundations/philanthropies.
- Task 4:** Provision of program implementation and project administrative services in order to ensure that programs approved are carried out in accordance with contractual terms and conditions and in compliance with all applicable federal and/or state statutes, regulations and executive orders, etc.
- Task 5:** Special technical support services including, but not limited to, planning and implementation strategies, innovative financing strategies, economic development initiatives, Project and Funding Matrices, and other services supporting the overall objectives of the Principal.
- Task 6:** As a value-added service, Triad can prepare a wide range of media materials including press releases concerning successful applications, media advisories, weekly columns and more.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT
Grant Writing and Consulting Services for
Projects Undertaken by the Vineland Municipal Utilities

Attached to and made a part of the Agreement dated April 12, 2023 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF VINELAND** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation of \$30,000.00 for services provided in accordance of Exhibit A as follows:

- Task 1 of Exhibit A shall be conducted by the Consultant without charge.
- Services under Tasks 2, will be provided on an hourly basis at the blended rate of \$140 per hour.
- For services under Tasks 3 and 4 of Exhibit A, the amount shall be determined based on the specific program or project for which state, federal, regional or other funds are derived. An estimate of cost will be provided by Consultant for preparation of required application(s) for review and authorization by the Principal.
- For services under Tasks 5 and 6 of Exhibit A, the amount shall be determined based on the specific program or project identified and or requested by the Principal. An estimate of cost will be provided by Consultant for review and authorization by the Principal.

METHOD OF PAYMENT:

- For Task 2: Consultant shall provide an invoice commensurate with the level of work completed.
- For Tasks 3, 4, 5 or 6: Consultant shall provide an Authorization to Proceed letter to Principal, which stipulates the cost for services. Upon receipt of the executed Authorization to Proceed letter from Principal, Consultant shall provide the services and Invoice accordingly.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.