

RESOLUTION NO. 2024-153

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE BOHLIN GROUP, MATAWAN, NEW JERSEY AND THE CITY OF VINELAND FOR REPRESENTATION AND CONSULTING IN REGARD TO TRANSPORTATION, LOGISTICS AND INFRASTRUCTURE MATTERS.

WHEREAS, the City of Vineland has expressed an interest in consulting services for infrastructure development, including rail and electric capacity among other economic development tools necessary; and

WHEREAS, the Bohlin Group, Matawan, New Jersey has extensive experience in representing clients in matters related to developing infrastructure and transportation, procuring project specific financial resources and project management both for private and public clients; and

WHEREAS, the Bohlin Group has presented a proposal to represent the City of Vineland in matters concerning the development of infrastructure and transportation, procuring project specific financial resources and project management for a period from April 1, 2024 through January 31, 2025 in the amount of \$100,000.00; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40 A: 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; and

WHEREAS, the Chief Financial Officer has certified the availability of funds.

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

1. That 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 the Bohlin Group, Matawan, New Jersey for matters related to the development of infrastructure and transportation, procuring project specific financial resources and project management for a period from April 1, 2024 through January 31, 2025 in the amount of \$100,000.00.
2. That this Professional Services Agreement is awarded without competitive bidding in accordance with NJSA 40 A: 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. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
4. That a notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk

BOHLIN GROUP

253 Main Street,
Suite 306
Matawan, NJ 07747
(732) 616-0542; Fax (201) 623-2456



The City of Vineland

640 East Wood St Vineland, NJ 08360
(856) 794-4000

Attn: Anthony Fanucci, Mayor

March 19, 2024

Dear Mr. Fanucci,

This letter shall serve to memorialize the terms of the agreement entered into as of March 19, 2024 (the "Agreement") between *THE CITY OF VINELAND* (hereinafter referred to as "Client") and *BOHLIN GROUP* (hereinafter "Consultant") to provide local, municipal, county, regional and/or Federal strategic advisory and consulting services required in connection with the development, permitting, financing and siting of certain Projects that Client is presently evaluating and/or advancing (each a "Project"), as enumerated on Exhibit A, as same may be supplemented from time to time.

SCOPE OF SERVICES:

The scope of services to be provided by Consultant shall include the following:

To provide guidance, as required, for implementation of a coordinated and focused action plan necessary (i) to promote local, municipal, county, regional and/or Federal governmental support in connection with the development, permitting, financing, and siting of various Projects being evaluated or undertaken by Client and (ii) to develop and pursue a funding strategy for key areas identified and agreed to by Client and Consultant in connection with a particular Project(s). It is understood that Consultant may undertake to raise funds from Federal and/or State government sources and available grant programs and that Consultant's scope of work may include the preparation of a funding strategy, making introductions and/or arranging meetings, and the preparation of solicitation letters, briefing documents and grant applications. Please see attached *Exhibit A* for a *Detailed Scope of Work*.

COMPENSATION:

Client agrees to compensate Consultant for the consulting services to be rendered under this Agreement by payment of a monthly retainer amount. The compensation may further

include an administration fee, on a case by case basis, for Consultant's agreement to provide all required administrative and reporting services in connection with (i) specific goal(s) and/or achievement(s) identified and/or (ii) specific funding sources accessed by Client and Consultant in connection with a particular Project(s).

During each month of the effective term of this Agreement, a monthly retainer fee of Ten Thousand (\$10,000.00) Dollars shall be paid by Client to Consultant. Client also agrees to reimburse Consultant for expenses incurred directly in connection with performance of consulting services pursuant to this Agreement. Expenses shall be preapproved and, if a particular expense relates to work being performed on behalf of multiple clients, prorated as applicable. The monthly retainer fee is payable on or before the 5th day of each month of the term of this Agreement and pertinent reimbursable expenses shall be payable by Client within 30 days from receipt of a billing statement from Consultant.

Client acknowledges that certain services requested of Consultant as identified in this Agreement are sufficient in complexity and/or administrative and reporting requirements that Consultant shall be entitled to receive an administration fee(s) (i) in connection with certain benchmark achievements or specified goals that may be attained and (ii) in consideration of Consultant's providing all required administrative and reporting services respecting certain individual Projects of Client. The parties acknowledge that no administration fee shall be required to be paid, or deemed earned, due or payable, unless and until the benchmarks and goals and the administration fee applicable thereto are agreed upon by Client and Consultant and memorialized in writing signed by both parties describing both the specific target achievement or goal, and the corresponding administration fee(s) and applicable payment terms. The agreed upon administration fee and payment terms for the consulting, administrative and reporting services being provided by Consultant on the Projects are set forth on *Exhibit B* attached hereto.

DATE OF COMMENCEMENT OF AGREEMENT:

This Agreement between Client and Consultant shall commence as of March 19, 2024, and shall continue in full force and effect until terminated by either party individually as provided for herein, or by the mutual consent of both parties. Simultaneous with the execution of this Agreement, Client shall deliver to Consultant a check in the amount of Twenty Thousand (\$20,000.00) Dollars which represents payment of the initial two (2) months of the requisite monthly retainer fee.

TERMINATION:

Either party shall have the right to terminate this Agreement upon not less than thirty (30) days written notice to the other party. Termination of this Agreement by either party shall not void or in any manner limit or affect the obligation of Client to pay any administration fee(s) owed by Client to Consultant for successful achievement of benchmarks or goals, and in consideration of Consultant's having committed to secure and retain adequate technical and administrative staffing to support Project administrative and reporting

requirements, whether such achievement occurs prior to or after any date of termination of this Agreement, if such achievement or occurrence in any manner transpired by reason of work performed, or a deliberative process initiated, by Consultant prior to the date of termination.

GOVERNING LAW; JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (other than the choice of law principles thereof). Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the federal or state courts of the State of New Jersey, both parties consent to the jurisdiction of such Courts (and of the appropriate Appellate Courts) in any such action or proceeding and waives any objection to venue laid therein.

CONFIDENTIALITY:

In this Agreement the term “Confidential Information” shall mean any and all information relating to Client’s business including, but not limited to, research, developments, copyrights, trademarks, trade secrets, finances, offers, budgets, applications, or submissions in connection with the Projects disclosed by Client to Consultant. Confidential Information does not include information which: (i) is in or comes into the public domain without breach of this Agreement by the Consultant, (ii) was in the possession of the Consultant prior to receipt from the Client and was not acquired by Consultant from Client under an obligation of confidentiality or non-use, (iii) is acquired by Consultant from a third party not under the obligation of confidentiality or non-use to the Client, or (iv) is independently developed by Consultant without use of any Confidential Information of Client.

Unless otherwise agreed to in advance and in writing by Client, Consultant will not use the Confidential Information for any purpose whatsoever other than the performance of the consulting services provided herein or disclose the Confidential Information to any third party. If any Confidential Information is requested or required to be disclosed in a judicial or administrative proceeding or otherwise required to be disclosed by law, Consultant shall (A) notify the Client immediately of the Confidential Information requested or required to be disclosed so that the Client may seek such protective orders or other confidentiality protection as the Company may elect and (B) reasonably cooperate with the Client in protecting the confidential or proprietary nature of such Confidential Information. Consultant may disclose the Confidential Information only to those within its organization, or specifically engaged to support or advance a particular Project, who need to know such information. In addition, prior to any disclosure of Confidential Organization to any such person, such person shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. Consultant shall use the same degree of care to avoid disclosure of the

Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

ASSIGNMENTS:

This Agreement shall bind and inure to the benefit of the parties and respective successors and assignees. No party to this Agreement shall assign, grant or otherwise transfer any of its respective rights or obligations here under (whether by operation of law or otherwise) without the other party's prior written consent provided, however, that Consultant shall be permitted to assign this Agreement to an affiliate of Consultant (i.e. a person or entity which controls, is controlled by, or is under common control with Consultant or Consultant's majority shareholder) without the prior written consent of Client.

INDEPENDENT CONTRACTOR:

Consultant agrees that all consulting Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between Consultant and the Client.

NON- PUBLICITY:

Consultant and Client agree not to disclose the existence of contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, or (iii) as may be required in connection with the enforcement of this Agreement.

PROJECT FILE:

All documents, data, and information generated by or on behalf of Consultant in connection with the Services shall belong to and be the property of the Client and shall be delivered to the Client promptly upon demand without condition or delay. Consultant shall retain copies of all the documents for any timeframe required by law.

NOTICES:

All notices, requests, demands and other communications required or permitted to be given hereunder by any party hereto shall be in writing and shall be deemed to have been duly given (1) when received if delivered personally, or (ii) on the business day following the business day sent if sent by prepaid domestically recognized overnight receipted courier if sent domestically, or (iii) on the third business day following the day sent if sent by prepaid internationally recognized overnight receipted courier if sent internationally, or (iv) when receipt telephonically acknowledged if sent by telecopier transmission on a business day or, if not a business day, on the next following business day, or (v) to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

(1) **THE CITY OF VINELAND**
640 East Wood St Vineland, NJ 08360
Attn: Mr. Fanucci, Mayor
Telephone: (856) 794-4000

(2) **BOHLIN GROUP**
253 Main Street, Suite 306
Matawan, NJ 07747
Attn: Tiffany A. Bohlin, President & CEO
Telephone: (732) 616-0542
Email: tiffany@bohlingroup.com

All periods of notice shall be measured from the date of delivery thereof.

ACCEPTANCE OF TERMS OF THE AGREEMENT:

The acceptance of Client to the terms of this Agreement is evidenced by the signature(s) affixed below:

THE CITY OF VINELAND

BOHLIN GROUP

By: _____

By: _____

**Anthony Fanucci,
Mayor**

**Tiffany A. Bohlin,
President & CEO**

Dated: _____

Dated: _____

BOHLIN GROUP

253 Main Street,
Suite 306
Matawan, NJ 07747
(732) 616-0542; Fax (201) 623-2456

Exhibit A

Detailed Scope of Work

Consultant will work to secure funding that will infuse grant funding and/or low-cost financing from Federal and/or State agencies, programs or other resources into the infrastructure planning, workforce development, design, and development of the Project(s) identified by Client and referred to Consultant. The Project(s) for which Consultant has been engaged includes assisting in identifying workforce development programs, and working with local, regional, and federal agencies for funding allocations to support the City of Vineland's initiative(s).

Specific Project costs for which Consultant will work to secure funding support include:

- Specialized railroad modeling
- Railroad focused financial modeling
- Transportation logistics planning and engineering
- Industry rail specialists
- Project partner agreements/MOUs
- Local and regional support groups

The work to be performed by Consultant (and/or by others retained directly by Client) to secure funding for this Project will include:

- Cost Estimates
- Design Elements
- Cost/Benefit Analysis
- Narrative Scope
- Existing Conditions Report
- Ongoing Engagement with Various Funding Agencies

If any third-party work is required to support Consultant, the retention of the third party will be at Clients discretion and must be authorized by the Client in writing.

BOHLIN GROUP

253 Main Street,
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(732) 616-0542; Fax (201) 623-2456

Exhibit B

Memorialization of the Administration Fee Structure for The City of Vineland.

- **Funding Vehicles**
 - Federal and State Programs Supporting Workforce Development
 - USDOT Program Funding
 - USDOE Program Funding
 - USDOL Program Funding
 - USDOC Program Funding

- **Administration Fees (for Consultant's administrative and reporting services for any and all funds secured) Payable to Consultant**
 - Grant – Administration fee at 7.5% of total award
 - Low-Cost Loan – 1.5% of total loan amount
 - Client has sole discretion to enter into a grant or low-cost loan agreement; if Client rejects funding, for any reason, no administration fees will be due to Consultant

- **Payment Terms (Consultant Administration Fees)**
 - Both (loan and/or grant) fees of Consultant are payable in the following installments:
 1. 25% upon issuance of Notice of Approval (the "Initial Fee Payment");
 2. 75% in 3 equal quarterly payments over a 9-month period beginning 3 months after the Initial Fee Payment.

THE CITY OF VINELAND

BOHLIN GROUP

By: _____

By: _____

**Anthony Fanucci,
Mayor**

**Tiffany A. Bohlin,
President & CEO**

Dated: _____

Dated: _____