

RESOLUTION #17-36

**RESOLUTION APPOINTING GRANT CONSULTANT
FOR THE CITY OF WOODBURY**

WHEREAS, there exists a need for the appointment of a Grant Consultant for the City of Woodbury for the year 2017; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised.


WHEREAS, this appointment and/or contract was advertised and is hereby awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contract and/or the appointment being in the best interest and the most advantageous to the City of Woodbury considering all factors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that **TRIAD ASSOCIATES represented by MICHAEL ZUMPINO** is hereby appointed Grant Consultant for the City of Woodbury, commencing January 1, 2017 for a term of one (1) year terminating on December 31, 2017; and

BE IT FURTHER RESOLVED that a contract be entered into with the above appointee, in the form attached hereto, and such contract be awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because the aforesaid agreement encompasses professional services recognized, licensed and regulated by law, and is of a nature where it is not possible to obtain competitive bids and is hereby awarded under a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

BE IT FURTHER RESOLVED that a notice of this resolution shall be published in the South Jersey Times as required by law within ten (10) days of its passage.

ADOPTED at the regular meeting of the Mayor and City Council of the City of Woodbury held January 3, 2017.



DAVID TROVATO
President of Council

ATTEST: 

ROY A. DUFFIELD
Clerk

Recorded vote:

Ayes (8): Swanson, McIlvaine, Johnson, Fleming, Parker, Reddin, Carter, Trovato

Nays, Abstentions: none

Absent (1): Tierney

**CITY OF WOODBURY
CERTIFICATION AS TO THE AVAILABILITY OF FUNDS
CHIEF FINANCIAL OFFICER**

I CERTIFY AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

Triad Associates

FOR: Professional Contract - Temporary budget portion until budget adoption
Grant Consultant

RESOLUTION #	<u>17-36</u>	<u>1/3/2017</u>	AMOUNT:	<u>Not-to-exceed</u> \$ <u>500.00</u>
ORDINANCE #	<u> </u>	<u> </u>		

THAT FUNDS ARE AVAILABLE, AS OF THE DATE OF THIS RESOLUTION, FROM THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:	7-01-20-100-228	<u>Amounts Funded</u> \$ 500.00
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ADOPTED BUDGET APPROPRIATION:

DEDICATION BY RIDER:

RESERVE FOR FEDERAL & STATE GRANT:

CAPITAL ORDINANCE:

Dated: January 3, 2017



ROBERT LAW
CHIEF FINANCIAL OFFICER

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 3, 2017 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **CITY OF WOODBURY**, 33 Delaware Street, Woodbury, New Jersey 08096 ("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. Either party may terminate this Agreement at any time by providing the other 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 either party, 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 bare 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.
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:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	CITY OF WOODBURY 33 Delaware Street Woodbury, New Jersey 08096
Attention: Michael Zumpino Chairman/CEO	Attention: Michael Theokas City Administrator

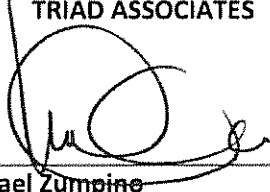
or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

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

For TRIAD ASSOCIATES




Witness/Attest



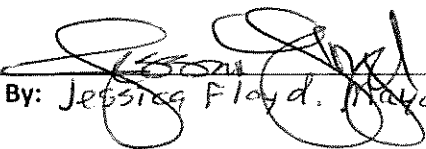
Michael Zumpino
Chairman/CEO

Date: January 3, 2016

For CITY OF WOODBURY



Witness/Attest



By: Jessica Floyd, Mayor

Date: 1/3/17

***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 January 3, 2017 between TRIAD ASSOCIATES ("Consultant"), and CITY OF WOODBURY ("Principal").

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

DESCRIPTION OF THE PROJECT: 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 and (2) apply for the applicable programs upon Principal's approval of Consultant's recommendations.

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following tasks:

Task 1: Conduct grants investigation, research and evaluation.

Task 2: Preliminary program and financial analysis and strategy 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.

Task 3: 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 4: 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 5: Provision of program implementation and project administrative services in order to insure 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.

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated January 3, 2017 between TRIAD ASSOCIATES ("Consultant"), and CITY OF WOODBURY ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

- Task 1 of Exhibit A shall be conducted by the Consultant without charge.
- Services under Tasks 2 and 3 will be provided on an hourly basis in accordance with Exhibit C.
- For services under Tasks 4 and 5 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.

METHOD OF PAYMENT:

- For Tasks 2 and 3: Consultant shall provide an invoice commensurate with the level of work completed.
- For Tasks 4 or 5: 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.
- Principal shall pay invoices upon receipt.

UNSPECIFIED 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 services will be performed upon prior authorization from the Principal. Our current hourly rates are shown on Exhibit C.

OVERNIGHT DELIVERY SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express 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.

EXHIBIT C HOURLY RATE CHART

HOURLY RATES: The following chart includes the hourly rates that are effective as of the signing of this Agreement. These rates are subject to change annually. Services provided on an hourly basis will be invoiced at the hourly rate effective at the time of service. These rates include all clerical and related expenses.

STAFF CATEGORY	RATE
President / Chairman	\$175 per hour
Vice President	\$175 per hour
Technical Advisor	\$150 per hour
Senior Associate	\$150 per hour
Associate	\$135 per hour
Junior Associate	\$100 per hour

This includes all expenses for which the Consultant will seek reimbursement for the tasks as outlined in this Agreement.