

RESOLUTION NO. 2019- 435

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND ROWAN UNIVERSITY, GLASSBORO, NJ JOINTLY AND RANCOCAS VETERINARY ASSOCIATES, MOUNT HOLLY, NJ TO PERFORM A FEASIBILITY STUDY TO EXPLORE THE CREATION OF A SCHOOL OF VETERINARY MEDICINE IN VINELAND.

WHEREAS, the City of Vineland (City) and Rowan University, Glassboro, NJ (Rowan) have entered into a Shared Services Agreement for the provision of a feasibility study to explore the creation of a School of Veterinary Medicine in Vineland; and

WHEREAS, the City and Rowan have determined that Rancocas Veterinary Associates, with its principal office located at 84 Mill Street, Mount Holly, NJ (Professional) has the skills and knowledge with which to provide the City and Rowan with a feasibility study to explore the creation of a School of Veterinary Medicine in downtown Vineland; and

WHEREAS, Professional has submitted a proposal for the provision of the Professional Services aforementioned at a cost of \$5,000.00 dollars for a total of 20 hours of consultation plus if necessary, an additional \$225.00 dollars per hour with a maximum fee of \$10,000.00 dollars in accordance with a Professional Services Agreement attached hereto and made a part hereof; and

WHEREAS, the Director of Economic Development has recommended the City by way of a Shared Services Agreement with Rowan University to enter into a Professional Services Agreement with Rancocas Veterinary Associates to perform a feasibility study to explore the creation of a School of Veterinary Medicine in Downtown Vineland; and

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

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

1. That the Mayor and Clerk are hereby authorized and directed to execute a Professional Services Agreement pursuant to N.J.S.A. 19:44A-20.5 with Rancocas Veterinary Associates, Mount Holly, NJ for Professional Services so as to provide a feasibility study to explore the creation of a School of Veterinary Medicine in Downtown Vineland in accordance with the contract attached hereto and made a part hereof at a cost not to exceed \$10,000.00 dollars, the cost of which shall be shared with Rowan University in accordance with a Shared Services Agreement commencing upon the adoption of the Resolution and ending in one year thereafter.
2. This Professional Services Agreement is awarded without competitive bidding in accordance N.J.S.A. 40A:11-5 (1) (a) of the Local Public Contracts Law because said services said to be rendered or performed requires knowledge of an advanced type in the field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.

Adopted:

President of Council

ATTEST:

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on September __, 2019 between the City of Vineland, a Municipal Corporation, with its principal offices located at 640 East Wood Street, Vineland, New Jersey and Rowan University with its principal office located at 201 Mullica Hill Road, Glassboro, New Jersey (Collectively, Client) and Rancocas Veterinary Associates, with its principal office located at 84 Mill Street, Mount Holly, New Jersey (Professional).

Recitals

WHEREAS, the Client collectively are governmental agencies and desires to research the feasibility of the construction and operation of a veterinary medical school in Vineland, New Jersey (Project) and intends upon engaging the services of the Professional to provide a preliminary feasibility study to determine the viability for such a Project as more fully described herein, inclusive of research and preparation of such documents so as to provide Client with an understanding of the cost of construction, and operation as well as the economic development benefits associated therewith and to render services on the terms and conditions provided in this Agreement; and

WHEREAS, the Professional has experience and knowledge to provide such a feasibility study and desires to render professional services for the Client as provided in this Agreement.

NOW, THEREFORE, the Client hereby engages the services of the Professional, and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Services

1. The Professional shall prepare and present a feasibility study which shall explore the programmatic structure and delivery, cost of operation, and as a driver of economic development for the City of Vineland, region and State of New Jersey as a whole. The feasibility study report shall include but not be limited to the following:
 - a. Type of most appropriate veterinary school to establish in South Jersey:
 - i. Traditional with a clinical/teaching hospital
 - ii. Distributive operational model with multiple clinical sites
 - iii. A combination of or an alternative to (i) and (ii)
 - b. The report shall address the proposed model and provide opinion on the type of space and facilities that would be required.
 - c. An outline of the estimated human resources needed for the proposed school, including full-time and part-time faculty, staff members, lab technicians, etc.
 - d. An outline of the program structure, including preferred mode of delivery, experiential requirements, etc.
 - e. Provide an opinion of any particular niche area of study that the school should pursue initially or long term.
 - f. Provide an outline and timeline for the accrediting process.

Fee

2. In consideration for the services to be rendered by the Professional, the Client shall pay the Professional a flat fee of Five thousand (\$5,000.00) dollars for a total of 20 hours of consultation. If the project exceeds this time allocation, the Professional will be compensated at a rate of \$225/hour, with a maximum flat fee of \$10,000. The Client shall pay the Professional fifty percent of the fee within 10 days of the adoption of resolutions from their respective boards authorizing the execution of this Agreement. The balance of the fee shall be paid within 30 days of the completion of said Services.

Term

3. This Agreement shall be for a period of six months, commencing on October 1, 2019 and ending on March 30, 2020 or upon the completion of the Services. Any additional services beyond those described in this Agreement will be negotiated separately through a new Agreement.

Use of Experts

4. To the extent reasonably necessary to enable the Professional to perform the duties under this Agreement, the Professional shall be authorized to engage or retain the services of any other persons or corporations to aid or assist in the proper performance of the duties at Professionals own cost and expense. The Client (Rowan) will provide budget calculations at no cost to the Professional.

Devotion of Time

5. The Professional shall devote such time to the performance of the duties under this Agreement as is reasonably necessary for a satisfactory performance. If the project requires any long-distance or travel arrangements the Professional shall request approval for such travel in advance.

Insurance and Indemnification

6. The Professional shall be an independent contractor and not an employee of the Client under this Agreement and shall maintain a policy of professional errors and omissions liability insurance in the minimum amount of \$500,000.00 to cover any claims arising out of the performance of services under this Agreement and shall indemnify, hold harmless, and defend the Client from any claims, costs, expenses or liabilities arising from any act or omission of the Professional or the Professional's agents.

Entire Agreement

7. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding.

Assignment

8. Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by the Professional without the prior written consent of the Client. In the event of an assignment by the Professional to which the Client has consented, the assignee or a legal representative shall agree in writing with the Client to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

Successors and Assigns

9. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

Attorney's Fees

10. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which they may be entitled.

Governing Law

11. The validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of New Jersey and the proper venue shall be Cumberland County.

Amendment

12. This Agreement may be amended by the mutual agreement of the parties in a writing to be attached to and incorporated into this Agreement.

Legal Construction

13. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Executed as of the day and year first above written.

CLIENT

WITNESS

CITY OF VINELAND

By _____ [signature]
Anthony R. Fanucci, Mayor

WITNESS

ROWAN UNIVERSITY

By _____
Joseph Scully, SVP of Finance & CFO

PROFESSIONAL

WITNESS

RANOCAS VETERINARY ASSOCIATES

By _____ [signature]
Matthew Edson, DVM