

CITY OF VINELAND

RESOLUTION NO. 2020- 242

RESOLUTION AUTHORIZING TRIAD ASSOCIATES, VINELAND, NEW JERSEY, TO PROCEED WITH THE PREPARATION OF AN UPDATE TO THE 2011 AFFORDABLE HOUSING TRUST FUND SPENDING PLAN FOR THE PERIOD 2020 THROUGH 2025 IN ACCORDANCE WITH RESOLUTION NO. 2018-511

WHEREAS, the City of Vineland wishes to update and refine its Affordable Housing Trust Fund Spending Plan consistent with its obligations in accordance with its Third Round Affordable Housing obligation approved by the Superior Court of New Jersey; and

WHEREAS, Triad Associates, Vineland, New Jersey, has a Professional Services Agreement with the City to provide services for the Community Development Block Grant program (CDBG) and is familiar with rehabilitation of existing residential structures, including low/moderate income rental units and has submitted a proposal dated February 26, 2020 to provide specific spending methodologies and establish guidelines for the City's Market to Affordable For-Sale Program and the Rental Rehabilitation Program; and

WHEREAS, Triad has also submitted a proposal to establish guidelines for affordable housing units at the Newcomb Hospital Redevelopment site and potential future redevelopment project and assist with any amendments required for the Affordable Housing Trust Fund Spending Plan; and

WHEREAS, Triad has proposed to perform the aforementioned services, more particularly outlined in their Proposal, attached hereto in an amount not to exceed \$17,500.00 which shall be paid out of the Non-Residential Trust Fund in accordance with the Council on Affordable Housing Administration rules and regulations and the Director has certified the availability of said funds

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland that the Project Description and Scope of Services attached hereto is acceptable and the Mayor and Clerk are hereby authorized to execute the Agreement in accordance with Resolution No. 2018-511.

Adopted:

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President of Council

ATTEST:

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City Clerk

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (“Agreement”) made February 26, 2020 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 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. 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.

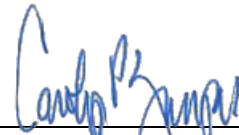
18. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. In the event that the Principal is the state, 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.
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:

<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 08360
Attention: Carolyn P Zumpino President	Attention: Robert Dickenson 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**

  
\_\_\_\_\_  
**Carolyn P Zumpino**  
**President**

**Date: February 26, 2020**



\_\_\_\_\_  
**Witness/Attest**

For **CITY OF VINELAND**

\_\_\_\_\_  
**By: Anthony Fanucci**  
**Mayor**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Witness/Attest**

**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: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**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

Attached to and made a part of the Agreement dated February 26, 2020 between **TRIAD ASSOCIATES** (“Consultant”), and **CITY OF VINELAND** (“Principal”).

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

#### **AFFORDABLE HOUSING TRUST FUND SPENDING PLAN FOR THE PERIOD 2020 TO 2025**

Consultant will prepare an update to the 2011 Affordable Housing Trust Fund Spending Plan for the period 2020 through 2025. The updated Spending Plan will identify the following projects for funding:

**Project 1: Vineland Police Station Area Site Redevelopment Project** – utilize Trust Fund dollars for developing new affordable housing on redevelopment site. Consultant will work with the Principal on development of plan to require a 20% set aside for affordable units, either for sale units or rentals and to prepare a budget for allowable uses of Trust Fund dollars on the project, including potential use for demolition and relocation costs. *A proposal to prepare Operating Manuals and a proposal for program implementation to be forwarded upon development of final plan.*

**Project 2: Market to Affordable For-Sale Program** – utilize Trust Fund dollars to prepare Project Operating Manuals to implement a Market to Affordable Sale Program which will allow for the conversion of apartments located over existing business in the Central Business District to condominiums. City will receive credits towards their Round 4 Affordable Housing Plan for creation of new units. Project Operating Manuals to include those listed below. All guidelines to be prepared and forwarded to City and Council for review and approval. *A proposal for program implementation to be forwarded upon approval of program guidelines.*

- Market to Affordable Program Guidelines
- Affirmative Marketing Plan
- Operating Manual for Sale Units
- Affordability Assistance Manual for Down payment Assistance for Buyers
- Program Flyers

**Project 3: Rental Rehabilitation Program** – utilize Trust Fund dollars to prepare Project Operating Manuals to implement a Rental Rehabilitation Program which will provide funding to landlords for renovations to apartments in return for ten year deed restrictions on units. City will receive credit for Present Need (Rehabilitation) units towards their Round 4 Affordable Housing Plan.

Project Operating Manuals to include those listed below. All guidelines to be prepared and forwarded to City and Council for review and approval. *A proposal for program implementation to be forwarded upon approval of program guidelines.*

- Rental Rehabilitation Program Operating Manual
- Landlord Information Pamphlet
- Affirmative Marketing Plan
- Establish Program Target Areas
- Affordability Assistance Manual for Security Deposit Assistance for Tenants
- Program Flyers

**Project 4: Newcomb Hospital Site** – meet with the City to review and establish guidelines for affordable housing units, either assisted living units or senior rental units to be located on the Newcomb Hospital site. If feasible, project will be included for funding in the updated Affordable Housing Trust Fund Spending Plan. *A proposal for program implementation to be forwarded upon approval of program guidelines.*

## EXHIBIT B

### COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated February 26, 2020 between **TRIAD ASSOCIATES** (“Consultant”), and **CITY OF VINELAND** (“Principal”).

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** The Principal shall provide compensation for the preparation of an update to the 2011 Affordable Housing Trust Fund Spending Plan for the period 2020 through 2025, and associated program manuals and guidelines as provided in Exhibit A according the following fee schedule which includes all travel, clerical and related expenses:

#### **Affordable Housing Trust Fund Spending Plan for the Period 2020 To 2025**

- Spending Plan: Services will be billed on an hourly basis at a blended rate of \$140.00 an hour.
- Project 1: Vineland Police Station Area Site Redevelopment Project – Services will be billed on an hourly basis at the blended rate of \$140.00 per hour
- Project 2: Market to Affordable For-Sale Program Operating Manual and related materials- \$3,500.00
- Project 3: Rental Rehabilitation Program Operating Manual and related materials - \$3,500.00
- Project 4: Newcomb Hospital Site – Services will be billed on an hourly basis at the blended rate of \$140.00 per hour.

#### **METHOD OF PAYMENT:**

- Monthly invoices will be submitted for services performed by the Consultant for the updates, revisions and creation of the Spending Plan.
- Monthly invoices will be submitted for services performed by the Consultant for the provision of services associated with the Vineland Police Station Site and the Newcomb Hospital Site
- \$3,500.00 will be invoiced upon completion of the Market to Affordable For-Sale Operating Manual
- \$3,500.00 will be invoiced upon completion of the Rental Rehabilitation Program Operating Manual
- Consultant shall invoice monthly for Property Inspection and Lead Based Paint Inspection services for each housing rehabilitation case as work is completed.
- 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 blended hourly rate of \$140.00 per hour. 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.