A-152 tg

THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as **"CITY"** located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **TRIAD ASSOCIATES, INC.** located at 1301 W. Forest Grove Road, Building # 3, Vineland, New Jersey, 08360 hereinafter referred to as **"CONSULTANT"**, pursuant to Resolution No.69 adopted by City Council on January 18, 2023 a copy of which is attached hereto and made a part hereof.

WITNESSETH,

WHEREAS, the **CITY** needs **TRIAD ASSOCIATES, INC.** for **CDBG AND HOME CONSULTING SERVICES;** and

WHEREAS, the **CITY** has appropriated a sum of **ONE HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED DOLLARS ($161,600.00)**; and

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

SECTION ONE
ACTIVITY ALLOWED

The **TRIAD ASSOCIATES, INC.** agrees to use monies provided by the City solely for CDBG and Home Consulting Services.

SECTION TWO
CONTRACT PRICE

The CITY shall pay **TRIAD ASSOCIATES, INC.** a total sum NOT TO EXCEED **ONE HUNDRED SIXTY-ONE THOUSAND ($161,600.00) to be paid according to the submitted cost proposal, including Fees for CDBG Consultant Services and Hourly Rate Schedule provided. See Attachment A.**

SECTION THREE
REPORTING REQUIREMENTS

An accounting shall be submitted monthly to the Director of Revenue and Finance and showing a breakdown of the utilization of monies received from the City.

SECTION FOUR
STATUS OF ORGANIZATION

It is expressly understood and agreed by and between the parties hereto that the status of the **TRIAD ASSOCIATES, INC.** and its employees, officers, and agents shall be that of independent organization. It is not intended, nor shall it be construed, that the **TRIAD ASSOCIATES, INC.** or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

SECTION FIVE
CERTIFICATE OF COMPLIANCE

TRIAD ASSOCIATES, INC. represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

SECTION SIX
ASSIGNMENT

TRIAD ASSOCIATES, INC. cannot assign its rights or obligations under this Agreement except as provided for in Section Eight (12) without the prior written consent of the **CITY.**

SECTION SEVEN
INDEMNIFICATION

The **TRIAD ASSOCIATES, INC.** further agrees to indemnify and hold the City, its agents, employees and representatives harmless from all suits and claims of any type arising out of or resulting from

the actions of **TRIAD ASSOCIATES, INC.**, its agents, employees and/or representatives in the performance of the agreed upon services and activities under this Agreement.

SECTION EIGHT
CONTRACT PERIOD

This contract shall be for a term not to exceed one (1) year commencing **March 1, 2023 to February 28, 2024.**

SECTION NINE
MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Further, the City will not accept invoices representing time and expenses that were performed or incurred outside or beyond the contract end date.

Any work not specifically authorized may be rejected for payment at the discretion of the City.

SECTION TEN
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AS REQUIRED BY HUD

1. **Termination of Contract for Cause**. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. **Termination for Convenience of the Public Body**. The Public Body may terminate this Contract at any time by giving at least ten (10) day notice in writing to the Contractor.

If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

3. **Reports and Information**. The Contractor, at such times and in such forms as the Public Body may require, shall furnish the Public Body such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

4. **Patent Rights**. Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Contractor or its employees in the course of, in connection with, or under the terms of this Contract, the Contractor shall immediately give the Public Body written notice thereof and shall promptly thereafter furnish the Public Body with complete information thereon. The Public Body shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Public Body on all of these matters shall be accepted as final.

The Contractor warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

Except as otherwise authorized in writing by the Public Body, the Contractor shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of the work under this Contract except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the Public Body, the Contractor will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees. If the Public Body obtains patent rights pursuant to this article, the Contractor shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright**. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

6. **Records and Audits**. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds.

These records will be made available for audit purposes to the Public Body, any sub grantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.

7. **Retention of Records**. All accounts and records as required under item #6 above shall be retained by the Contractor for five years after the expiration of this Contract unless permission to destroy them is granted by the Public Body.

8. **Clean Air Act and Clean Water Act Compliance**. Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508

of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of $100,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

9. **Energy Conservation Provisions**. Contractors must recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

10. **Compliance with the Americans with Disabilities Act**. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the A General Prohibitions Against Discrimination,@ 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act. The Contractor shall be responsible for and agrees to indemnify and hold harmless the public body and any grantor agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Public Body and any grantor agency as a result of the Contractor's failure to comply with the provisions of the above paragraph.

11. **Changes**. The Public Body may, from time to time, request changes in the scope of the services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Public Body and the Contractor shall be incorporated in written amendments to this Contract.

12. **Assignability**. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Public Body. Provided, however, that claims for money by the Contractor from the Public Body under this Contract may be assigned to a bank, trust company, or other financial institution without

such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Public Body.

13. **Compliance with Federal, State and Local Laws**. The Contractor shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

14. **Executive Order 11246**

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. **Title VI of the Civil Rights Act of 1964**. No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

16. **Section 109 of the Housing and Community Development Act of 1974**. No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. **Fair Housing**. No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

18. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunity**. Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part

135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

19. The Undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying,@ in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

IN WITNESS WHEREOF, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Consultant has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

Paula Geletei

Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

By: _____

Marty Small, Sr., Mayor

Dated: 3-17-23

WITNESS: Monica Moore

Date: MARCH 15, 2023

TRIAD ASSOCIATES, INC.

By: _____

CAROLYN ZUMPINO, PRESIDENT

(PLEASE PRINT NAME ABOVE)

Date: MARCH 15, 2023

THE WITHIN AGREEMENT APPROVED AS TO FORM AND EXECUTION.

Date: 3/17/2023

By: _____

Karl Timbers
Assistant City Solicitor

Resolution of the City of Atlantic City

No. 69

Approved as to Form and Legality on Basis of Facts Set Forth

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Assistant Director CDBG /s/ Marc A. Starling

Prepared by City Solicitor's Office

Council Member MARSHALL presents the following Resolution:

RESOLUTION AWARDING A CONTRACT TO TRIAD ASSOCIATES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/HOME) CONSULTING SERVICES IN THE AMOUT OF $161,600.00

WHEREAS, the City of Atlantic City has advertised for and received Proposals under a fair and open process for **CDBG/HOME CONSULTANT FOR THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT**; and,

WHEREAS, TRIAD ASSOCIATES has completed and submitted a Business Entity Disclosure Certification which certifies that **TRIAD ASSOCIATES** has not made any reportable contributions to a candidate or political committee in the City of Atlantic City that will prohibit **TRIAD ASSOCIATES** from contracting with the City of Atlantic City; and

WHEREAS, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution; and

NOW THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is hereby authorized to execute and the City Clerk to attest, if required, to the attached service agreement, to be approved as to form by the City Solicitor, between the City of Atlantic City and **TRIAD ASSOCIATES, 1301 W. Forest Grove Road, Suite 3A, Vineland, New Jersey, 08360,** in the **TOTAL SUM OF ONE HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED DOLLARS ($161,600.00)** effective March 1, 2023 to February 28, 2024, for **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSULTING SERVICES**; and

BE IT FURTHER RESOLVED that a Notice of this Action be **PUBLISHED in THE PRESS,** pursuant to N.J.S.A. 40A:11-1, et seq., as amended; and

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from the 2023 Budget, Account No. G-14-22-010-957-399 ($72,400.00) G-14-22-020-955-399 ($65,000.00), and G-14-22-HME-958-399 ($24,200.00) to satisfy the aforesaid award of contract.

BE IT FURTHER RESOLVED this Agreement is contingent upon State Monitor review and approval.

tg March 15, 2023 3:43 PM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
MARSHALL	X						WEEKES	X					
MORSHED	X					X	ZIA	X					
							RANDOLPH, PRESIDENT	X					

X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: JANUARY 18, 2023 Paula Geletei

/s/ Paula Geletei, City Clerk