

## **SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT**

### **Resolution 1 - 21**

#### **RESOLUTION APPROVING SCOPE AND CONTRACT WITH TRIAD ASSOCIATES OF VINELAND, N.J FOR SALEM COUNTY ECONOMIC RECOVERY AND RESILIENCY STRATEGY**

**WHEREAS**, the Salem County Economic Development Advisory Committee and Salem County Board of Commissioners have requested the assistance of SJEDD in furthering the County and regional economic development capacity; and

**WHEREAS**, the South Jersey Economic Development District ("SJEDD") advertised and sought Proposals for Competitive Contracting in accordance with N.J.S.A. 40A:11-4.1 *et seq.* and N.J.A.C. 5:34-4.1 *et seq.* under the Fair and Open Process for the provision of Economic Recovery and Resiliency Planning; and

**WHEREAS**, Triad Associates has provided the Scope of Services and contract for preparation and completion of an Economic Development Recovery and Resiliency Strategy for Salem County; and

**WHEREAS**, a contract has been reviewed and approved by the Executive Committee and SJEDD Counsel as authorized in Resolution 9-20 and authorized with Triad Associates, Inc; and

**WHEREAS**, funding for the preparation of specific economic recovery and resiliency planning has been granted to SJEDD from USEDA through the CARES Act Supplemental Planning Grant;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the South Jersey Economic Development District that the proper officers of the Board, to wit, the Chairman and the Executive Director, be and they are hereby authorized and directed to execute a Letter of Authorization with TRIAD ASSOCIATES of Vineland, N.J. in the form attached hereto and by this reference made a part hereof as Schedule "A", for the preparation and completion of an Economic Development Recovery and Resiliency Strategy for Salem County.

*I certify that this Resolution was formally adopted by the Board of Directors of the South Jersey Economic Development District at a meeting duly held on April 5, 2021.*

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Edward Ramsay, Secretary

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (“Agreement”) made February 3, 2020 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 (“Consultant”) and **SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT**, 782 S. Brewster Road, Unit B-6, Vineland, New Jersey 08361 (“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<br>1301 W. Forest Grove Road<br>Vineland, New Jersey 08360 | SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT<br>782 S. Brewster Road, Unit B-6<br>Vineland, New Jersey 08361 |
| Attention: Carolyn P. Zumpino<br>President                                  | Attention: Louis C. Joyce<br>Executive Director  |

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.



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

For **TRIAD ASSOCIATES**



\_\_\_\_\_  
Carolyn P. Zumpino  
President

Date: February 3, 2021  
\_\_\_\_\_

For **SOUTH JERSEY ECONOMIC  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
By: Louis C. Joyce  
Executive Director

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

**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 3, 2021 between **TRIAD ASSOCIATES** (“Consultant”), and **SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT** (“Principal”).

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

**PROJECT DESCRIPTION:** Triad Associates will work with the South Jersey Economic Development District and Salem County, New Jersey to prepare the Economic Development Vision and Action Plan and proposes the following Scope of Work. The Plan will be assembled in three (3) sections and will be inclusive of an outreach and engagement strategy to be developed in concert with the plan sponsors.

#### SCOPE OF SERVICES

- A. **INTRODUCTION AND OVERVIEW.** This section of the plan will provide a look at *Salem County in Perspective* and will provide an overview of current conditions impacting the economy of the County and inclusive of the following:
1. An outline of the plan, inclusive of its two main goals: the creation of an office of economic development and the framework for a development strategy;
  2. The latest population, employment, and business sector profiles and data using State, Census and other available information and demographics;
  3. The current and anticipated impact of the COVID19 Pandemic on Salem County and its municipalities;
  4. The current economic market for Salem County, inclusive of its regional geography, access to transportation, and potential for growth and development;
  5. Strengths, weakness, and impediments to economic development and market potential;
- B. **FORMULATING AN OFFICE OF ECONOMIC DEVELOPMENT.** This section of the plan will examine the potential for creating a Salem County Office of Economic Development (or similar entity.) The creation of this office obviously requires the close cooperation and integration of a number of partners and stakeholders. It will require agreement on a potential location, staffing, operations, collaborations, and financing. In order to facilitate an effective dialogue among prospective partners, Triad Associates will offer a baseline proposal, formulated through an examination of similar counties and their respective economic development offices. This will include a recommended management structure as well as other elements:
1. The range of potential hosts or sponsors of the office;
  2. A suggested level of staffing, based on a comparison with similar counties;
  3. Titles and typical salary range for each staff person;
  4. Typical operational needs and expenses;
  5. Office space and partner support needs;
  6. Typical duties and responsibilities for the office and staff;
  7. Potential locations for the office.

Following the development of this profile, Triad Associates will meet with the South Jersey Economic Development District and Salem County partners to discuss and evaluate the baseline profile to determine its feasibility and to assess the level of support that various partners can bring to the creation of an Office of Economic Development.

Following this discussion, detailed pro-forma will be developed which will include funding sources, a timeline for office creation, and the responsibilities for the primary and supportive stakeholders necessary in order to advance the proposal. Should the Salem County partners be unable to agree on the creation of an Office of Economic Development, Triad Associates will work with the planning team to determine a range of potential actions and initiatives that can help the County address its economic development needs and manage its resiliency issues more effectively.

***The Deliverable:*** The County will receive a well formulated outline that defines the steps needed to create the Office of Economic Development, or advance the County's economic development objectives in an alternative venue or fashion. This outline will include a matrix of funding sources, partners, tasks and timelines for moving forward with an agreed upon course of action.

- C. **ADDRESSING ISSUES OF RESILIENCY AND RECOVERY.** The COVID19 Crisis has impacted communities across the nation. One of the principal purposes of this Plan is to explore opportunities to lift the County from the impacts of the pandemic and chart a path forward. That suggests in addition to issues that would be typical in any economic development strategy, that this Plan also examine community health, entrepreneurship, quality of life, business innovation, and other aspects of the County that can support the emergence of a more resilient and sustainable economy. Innovative concepts to address these issues will be folded into the Economic Development Action Agenda and implementation strategy.

***The Deliverable:*** A detailed inventory of measurable and quantifiable approaches to addressing current economic impacts but also the actions needed to sustain the economy in the prospect of a future pandemic. These concepts will become part of the overall strategy for economic development and redevelopment.

- D. **FRAMING AN ACTION STRATEGY FOR ECONOMIC DEVELOPMENT AND REDEVELOPMENT.** Following the discussion and presentation of options for an Economic Development Office, Triad Associates will work with Salem County's partners and stakeholders to formulate a vision for economic development and provide specific quantifiable and measurable actions to advance and sustain the County's economy. These recommendations will be based on best practices, the needs of the County government and its municipalities, and the trends, market assessment, and characteristics of the County outlined in Section I of the Plan. Specifically, this will include:

1. **A Comprehensive Vision** that captures a sense of the County's future and outlines the pathways toward a healthy, sustainable and vibrant economy.

***The Deliverable:*** The County will receive a written summary with photos and graphics that captures this vision and is included as part of the Action Agenda. In addition, the Vision Narrative will include **suggestions for overcoming barriers** and obstacles to the vision as may have been identified by stakeholders, partners, or the data of earlier sections of the plan. This will include observations and recommendations regarding the Post-COVID world and ways that the County might respond to this crisis.

2. An Analysis of Viable Business Sectors and Emerging Industries. This inventory will highlight the opportunities provided by existing or emerging businesses and industries in the County. It will identify the most likely sectors for economic growth. As part of this analysis, Triad Associates will provide maps and information related to the following:

- Opportunity Zones and Special Development and Redevelopment Designations in the County;
- Viable, Shovel Ready Industrial Sites;
- The Location of Priority Redevelopment Areas and Opportunities;
- Existing Infrastructure, including key transportation arteries, road and highway access, public sewer and water, and broadband capacity.

This analysis will meld these characteristics, which illustrate the capacity of the County to create new jobs and economic opportunity with the business and industry sectors most likely to develop.

**The Deliverable:** A Priority Sites Profile. This inventory of sites will be more than simply a delineation of properties and locations. It will be tailored to the specific types of businesses and industries that are suitable for such sites and that can be attracted to these locations. Where industrial development is not feasible or not desired, the profile will also examine alternative economic and business development opportunities in order to present an economic profile of the entire County.

3. A Detailed Action Agenda. Based on the interaction with Salem County partners and stakeholders; the existing plans and data highlighted in this strategy; and the development trends and opportunities locally, regionally and statewide, a detailed Action Agenda will be formulated that will provide measurable and quantifiable initiatives for the County to undertake. These initiatives will represent SMART GROWTH strategies and realistic and attainable performance targets that will be broken down into near, mid and long-term actions that will encompass the 10-year planning horizon proposed by the RFP.

**The Deliverable:** A Strategic Action Implementation Matrix. This Matrix (a sample is attached to this proposal) will outline the principal strategies contained in this Plan. It will address issues ranging from workforce development, market development, partnership-building, and branding to specific suggestions for business expansion and industrial recruitment. The Matrix's implementation will be aligned with the management structure that is recommended and made part of this Strategy. The Matrix will also outline timelines for implementation, potential partners, funding sources and other resources to achieve the vision of the County.



## EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated February 3, 2021 between **TRIAD ASSOCIATES** (“Consultant”), and **SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT** (“Principal”).

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** The Principal shall provide compensation for a flat fee not to exceed \$49,950 to be invoiced as services are provided at an hourly rate of \$150 per hour as prescribed in the estimate for each element of the Vision and Action Plan in accordance with Exhibit A

**METHOD OF PAYMENT:**

- Monthly invoices will be submitted as services are provided.
- 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 hourly rate effective at the time of service. 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 ten (10) complimentary hard copies and one (1) PDF copy of final application, study or final work product for the Principal’s file.