

RESOLUTION R:107-2017

RESOLUTION AUTHORIZING THE TOWNSHIP OF MONROE TO ENTER INTO A CONTRACT WITH SPECIAL COUNSEL FOR REDEVELOPMENT OF THE TOWNSHIP OF MONROE FOR THE YEAR 2017

WHEREAS, there exists the need for services of a Special Counsel for Redevelopment in the Township of Monroe, County of Gloucester, State of New Jersey; and

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

WHEREAS, the Chief Financial Officer has certified that said funds will be available in the 2017 Municipal Budget; and

WHEREAS, the Township Council of the Township of Monroe hereby authorizes the Township of Monroe to enter into a Contract for services as set forth in the Contract.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe as follows:

1. That the Mayor of the Township of Monroe be authorized to enter into a contract with **LOUIS CAPPELLI, JR., ESQUIRE**, an attorney of the State of New Jersey, securing legal services for the Township of Monroe, in accordance with the terms and conditions specified in said agreement, effective January 1, 2017 and ending on December 31, 2017, and that the Mayor is hereby authorized to execute the attached Agreement on behalf of the Township of Monroe.

2. This contract is 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 the law and is of a nature where it is not possible to obtain competitive bids.

3. This contract is awarded upon consideration of the qualifications submitted by the individual and/or firm.

4. A notice of this Resolution shall be published in one of the official newspapers for the Township of Monroe as required by law.

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**RESOLUTION AUTHORIZING THE TOWNSHIP OF MONROE
TO ENTER INTO A CONTRACT WITH SPECIAL COUNSEL FOR
REDEVELOPMENT OF THE TOWNSHIP OF MONROE
FOR THE YEAR 2017**

ADOPTED at a meeting of the Township Council of the Township of Monroe on
March 13, 2017.

TOWNSHIP OF MONROE



CNCL. PRES., BART MCILVAINE

ATTEST:



**TWP. CLERK, SUSAN McCORMICK, RMC
OR DEPUTY CLERK, SHARON WRIGHT, RMC**

CERTIFICATION OF CLERK

The foregoing resolution was duly adopted at a special meeting of the Township Council of the Township of Monroe held on the 13th day of March 2017 at the Municipal Building, 125 Virginia Avenue, Williamstown, New Jersey 08094.



**TWP. CLERK, SUSAN McCORMICK, RMC
OR DEPUTY CLERK, SHARON WRIGHT, RMC**

ROLL CALL VOTE

	Aye	Nay	Abstain	Absent
Cncl Dilks	✓			
Cncl. DiLucia	✓			
Cncl. Garbowski	✓			
Cncl. Heffner	✓			
Cncl. Marino	✓			
Cncl. Miller	✓			
Cncl. Pres. McIlvaine	✓			
TALLY:	7			

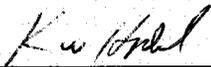


Certification of Availability of Funds

This is to certify to the Municipal Council of the Township of Monroe that funds are available for the following:

Resolution Date:	03/13/17	
Resolution Number:	107-2017	
Vendor Name:	Florio Perrucci Steinhardt & Fader, LLC 1010 King Highway South Building 2 Cherry Hill, NJ 08034	
Purpose:	Redevelopment Attorney	
Funding Source	2017 Operating Budget	
Account Number	Amount	Department
07-01-20-160-160-519	Per Rate Schedule	Law
	Total	TBD

Only the amounts for the 2017 budget year and trust fund balances have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


 Business Administrator in the absence of
 Chief Financial Officer

PROFESSIONAL SERVICES AGREEMENT

*between the
Township of Monroe
and*

Louis Cappelli, Jr., Esquire of Florio Perrucci Steinhardt & Fader, L.L.C.

WHEREAS, the Township of Monroe (hereinafter referred to as the "Township ") has been organized under the laws of the State of New Jersey and requires the regular services of Special Counsel for Redevelopment for the Township ; and

WHEREAS, Louis Cappelli, Jr. (hereinafter referred to as "Attorney") is an Attorney at Law admitted to practice in the State of New Jersey.

NOW, THEREFORE, IT IS AGREED by and between the Township and Louis Cappelli, Jr., Esquire of Florio Perrucci Steinhardt & Fader, L.L.C. as follows:

I. APPOINTMENT. Louis Cappelli, Jr., Esquire of Florio Perrucci Steinhardt & Fader, L.L.C. is hereby appointed and retained as Special Counsel for Redevelopment for the Township of Monroe ("Redevelopment Counsel").

II. TERM. The term of this appointment shall commence on January 1, 2017 and shall continue until December 31, 2017 in accordance with the terms and conditions of this Agreement.

III. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party during the term hereof by the giving of ninety (90) days written notice to the other amicably and reasonably resolved or whether, in their sole determination, the Agreement shall be terminated.

IV. SERVICE. During the term of this Agreement, Redevelopment Counsel agrees to provide the following services:

- A. To provide legal advice to the Township's Mayor, Council, Township Administrator and other designated officials;
- B. To provide reports to the Mayor and Township Council on such matters and at such times as the Township may direct;
- C. Represent the Township of Monroe on all issues relating to redevelopment, including but not limited to brownfields redevelopment and remediation, property acquisition and eminent domain and all other issues relating to the Township's redevelopment activities;
- D. Prepare Ordinances and Resolutions at the direction of, and for consideration by, the Mayor and Council of the Township of Monroe regarding redevelopment issues;
- E. Represent the Township of Monroe in claims and actions on behalf of, and in defense of, the Township; and
- F. Such other services as may be required by the Mayor and Township Council.

V. **COMPENSATION.** During the term of this Agreement, the Township

Redevelopment Counsel agrees to provide services as follows:

- A. Legal services shall be provided at a municipal hourly rate of \$160.00 per hour for Partners and Associates and \$95.00 per hour for paralegals. In addition to the fee for services, the Township shall reimburse Redevelopment Counsel expenses, reasonably incurred in representing the Township's interests, including but not limited to mileage at the applicable IRS rate, postage, photocopies, long distance telephone charges, court costs, overnight mail and courier service expenses and other reasonable expenses necessarily incurred in representation of the Township.
- B. In the event the Township enters into agreements requiring third parties to pay fees

of Redevelopment Counsel, such fees shall be billed at Redevelopment Counsel's regular hourly rate.

VI. SPECIAL PROVISIONS RELATING TO COMPENSATION. The Compensation or service fee set forth in Section V of this Agreement includes the following special provisions:

- A. All administrative staff including support staff necessary to perform the duties required hereunder.
- B. Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.
- C. In-house computer services including all software and hardware provided by Redevelopment Counsel for the Townships use are understood as being, and shall remain the property of Redevelopment Counsel. All data and records which pertain to the business and activities of the Township shall, however, be the property of the Township and upon the request of the Township, Redevelopment and records to the Township in either hard copy or on computer tape or disk, or both, as the Township may specify providing Redevelopment Counsel is able to comply with the type of copy request.
- D. The fee specified in Section V Compensation does not include the cost of expenses such as telephone, telefax, photocopying, postage and other similar expenses specifically related to the Township. All such items shall be subject to reimbursement in accordance with the policies and procedures established and modified from time to time by the Township.

VII. AFFIRMATIVE ACTION. During the performance of this Contract, Special Counsel for Redevelopment agrees as follows:

Special Counsel for Redevelopment, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, Special Counsel for Redevelopment will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. Special Counsel for Redevelopment agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Township's designated Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

Special Counsel for Redevelopment, where applicable will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Special Counsel for Redevelopment, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A. 10:531 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

Special Counsel for Redevelopment agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

Special Counsel for Redevelopment agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Special Counsel for Redevelopment agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

Special Counsel for Redevelopment agrees to review all procedures relating to transfers,

upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

Special Counsel for Redevelopment shall submit to the public agency, after notification of award but prior to execution of a contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA302.

Special Counsel for Redevelopment shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

VIII. NEW JERSEY LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IX. PARTIAL INVALIDITY. If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such

term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by Redevelopment Counsel for the Township.

X. BINDING ON SUCCESSORS AND ASSIGNS. Except as otherwise provided in this Agreement, all agreements, terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective representatives, successors and assigns.

XI. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and Redevelopment Counsel.

XII. NO WAIVER. No waiver of any term, provision or condition in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision or condition of this Agreement by either party.

XIII. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

XIV. NO ASSIGNMENT. This Agreement shall not be assigned by Redevelopment Counsel without the specific written consent of the Township.

XV. TOWNSHIP RECORDS ACCESS AND OWNERSHIP. At all times during the

term of this Agreement and for a period of two (2) years following any termination or expiration, the Township, its appointed officials and other designated representatives, as authorized by the Township, shall have access to records and files maintained by the Attorney for the Township during normal business hours. Furthermore, such records, books and files relating to the operation and business of the Township are the property of the Township regardless of site stored.

XVI. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

XVII. NOTICE. Notices under this Agreement shall be sent to:

ATTORNEY

Louis Cappelli, Jr., Esquire
Florio Perrucci Steinhardt & Fader, L.L.C.
1010 Kings Highway South
Suite 2
Cherry Hill, NJ 08034

TOWNSHIP

Township of Monroe
125 Virginia Avenue
Williamstown, New Jersey 08094

XVIII. INDEPENDENT CONTRACTOR STATUS. The Attorney at all times shall be an independent contractor, and employees of the Attorney shall in no event be considered employees of the Township. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance thereunder.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of

_____, 2017, for the purposes and the term specified herein.

ATTEST:

TOWNSHIP OF MONROE





MAYOR DANIEL P. TEEHY

REDEVELOPMENT COUNSEL
FLORIO PERRUCCI STEINHARDT &
FADER, L.L.C.





LOUIS CAPPELLI, JR, ESQUIRE

FPSF FLORIO PERRUCCI
STEINHARDT & FADER

Attorneys at Law

LLC

1010 Kings Highway South, Building 2, Cherry Hill, NJ 08034

Louis Cappelli, Jr., Esquire
lcappelli@fpslawfirm.com

March 27, 2017

RECEIVED

MAR 28 2017

TWP CLERK
MONROE TOWNSHIP

Susan McCormick, RMC
Township of Monroe
Office of the Monroe Township Council & Clerk
125 Virginia Avenue
Williamstown, New Jersey 08094

Re: Contract – Special Counsel for Redevelopment

Dear Ms. McCormick:

Enclosed herein please find a fully executed original Professional Services Agreement for Special Counsel for Redevelopment for the Township of Monroe for the year 2017.

We look forward to serving the Township in 2017.

Thank you very much.

Very truly yours,

FLORIO PERRUCCI STEINHARDT
& FADER, LLC

By:

LOUIS CAPPELLI, JR.

LCJ/jm
Enclosure

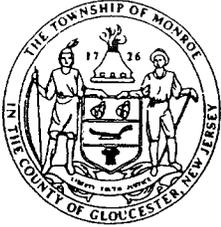
Rochelle Park Office
218 Rt. 17N, Suite 410
Rochelle Park, NJ 07662
(201) 843-5858 phone
(201) 843-5877 fax

Phillipsburg Office
235 Broubalow Way
Phillipsburg, NJ 08865
(908) 454-8300 phone
(908) 454-5827 fax

Bethlehem Office
60 W Broad St., Suite 102
Bethlehem, PA 18018
(610) 691-7900 phone
(610) 691-0841 fax

Cherry Hill Office
1010 Kings Highway South
Building 2
Cherry Hill, NJ 08034
(856) 853-5530 phone
(856) 354-8318 fax

New York Office
80 Wall Street
Suite 815
New York, NY 10005
(212) 792-9070 phone



Township of Monroe

Office of the Monroe Township Council and Clerk



125 Virginia Avenue
Williamstown, NJ 08094
Office (856) 728-9800 Ext. 214

March 15, 2017

Louis Capelli, Jr., Esquire
FLORIO, PERRUCCI, STEINHARDT & FADER
1010 Kings Highway South
Building 2
Cherry Hill, NJ 08034

RE: Contract - Special Counsel for Redevelopment

Dear Mr. Capelli:

Enclosed for your records is a certified copy of Resolution R:107-2017 authorizing the Mayor to enter into a contract with you for Special Counsel for Redevelopment for the year 2017. Also enclosed are two contracts endorsed by the Mayor. Please **sign and return** one original contract to the Office of the Township Clerk, as all contracts/agreements are kept on file in this office.

Thank you for your cooperation, please feel free to contact my office at (856) 728-9800 ext 217 if you have any questions.

Sincerely,

Susan McCormick, RMC
Municipal Clerk

Enc.

cc: file