

RESOLUTION #17-33

**RESOLUTION DESIGNATING SPECIAL REDEVELOPMENT COUNSEL
FOR THE CITY OF WOODBURY**

WHEREAS, there exists a need for the appointment of a Special Redevelopment Counsel for the City of Woodbury for 2017; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised; and

WHEREAS, this appointment and/or contract for a redevelopment counsel was advertised and is hereby awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contract and/or the appointment being in the best interest and the most advantageous to the City of Woodbury considering all factors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that. of the firm of **FLORIO, PERRUCCI, STEINHARDT & FADER, LLC**, represented by **LOUIS CAPPELLI, JR., ESQ** is appointed Special Redevelopment Counsel for the City of Woodbury; and

BE IT FURTHER RESOLVED that a contract be entered into with the above appointee, in the form attached hereto, and such contract be 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 law, and is of a nature where it is not possible to obtain competitive bids and is hereby awarded under a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

BE IT FURTHER RESOLVED that a notice of this resolution shall be published in the South Jersey Times as required by law within ten (10) days of its passage.

ADOPTED at the regular meeting of the Mayor and City Council of the City of Woodbury held January 3, 2017.



DAVID TROVATO
President of Council

ATTEST: 

ROY A. DUFFIELD
Clerk

Recorded vote:

Ayes (8): Swanson, McIlvaine, Johnson, Fleming, Parker, Reddin, Carter, Trovato

Nays, Abstentions: none

Absent (1): Tierney

**CITY OF WOODBURY
CONTRACT FOR PROFESSIONAL LEGAL SERVICES
SPECIAL REDEVELOPMENT COUNSEL – 2017**

THIS AGREEMENT, made this 3 day of January, 2017, by and between:

LOUIS CAPPELLI, JR., an Attorney-at-law of the State of New Jersey and Partner with the law firm of Florio Perrucci Steinhardt & Fader LLC, 1010 Kings Highway South, Building 2, Cherry Hill, New Jersey 08034; and

CITY OF WOODBURY (“City”) duly constituted and enacted City of Woodbury with offices located at 33 Delaware Street, Woodbury, New Jersey.

WHEREAS, Louis Cappelli, Jr., is licensed by the State of New Jersey as an Attorney-at-Law; and

WHEREAS, it is necessary, expedient and in the best interest of the City that it retain an attorney for the purpose of serving as Special Redevelopment Counsel to provide legal advice with regard to redevelopment projects; and

WHEREAS, the appointment of an attorney to a New Jersey municipality or its duly enacted Board is authorized by an appropriate statute of the State of New Jersey; and

NOW, THEREFORE, in consideration of the services to be rendered by Louis Cappelli, Jr., and other members of the law firm of Florio Perrucci Steinhardt & Fader, LLC (“FPSF”) and the compensation for such services herein provided, it is hereby agreed by and between the parties as follows:

1. **TERM OF EMPLOYMENT**: The City of Woodbury hereby retains the services of Louis Cappelli, Jr. and Florio Perrucci Steinhardt & Fader, LLC, as Special Redevelopment Counsel for the period January 1, 2017 through December 31, 2017. The said services to be rendered for the compensation herein provided shall include attendance by Mr. Cappelli at requested meetings of the City of Woodbury and/or developers and any and all legal services necessary with regard to redevelopment projects.

2. COMPENSATION: The City of Woodbury will pay as compensation to FPSF for said services at a rate of \$160.00 per hour for attorneys and \$95.00 per hour for paralegals, which shall be billed monthly. The City will also reimburse FPSF for sustained out-of-pocket expenses (i.e., telephone charges, facsimile charges, copying and/or duplication charges, etc.) on a monthly basis, relating to the legal services falling under this agreement.

3. COMPLIANCE WITH APPLICABLE LAW: In no event shall the sum paid as compensation pursuant to the terms of this contract exceed the amount of and the obligation of the City of Woodbury to pay same, which shall be dependent upon an appropriate municipal budgetary allocation of said funds by adoption of the 2017 Municipal Budget.

4. AFFIRMATIVE ACTION: The Attorney, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Attorney will take affirmative action to ensure that such applications are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 Attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Attorney, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Attorney, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Attorney agrees to attempt in good faith to employ minority and female workers consistent with the applicable City employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer 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 pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

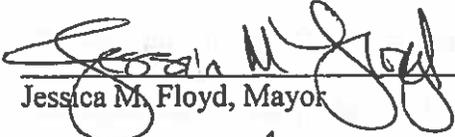
5. FINANCIAL DISCLOSURE: The Attorney, if required by law, shall file a Financial Disclosure Statement pursuant to Local Government Ethics Law – N.J.S.A. 40A:9-22.1 et seq., P.L. 1991, c.29.

6. FAIR AND OPEN PROCESS CONTRACT: This contract was awarded under a fair and open process to pursuant to N.J.S.A. 19:44A-20.4 et seq.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused these presents to be signed by their proper municipal officials, the day and year first above written.

ATTEST:

CITY OF WOODBURY



Jessica M. Floyd, Mayor



Roy A. Duffield, Clerk

FLORIO PERRUCCI STEINHARDT
& FADER, LLC



Louis Zappelli, Jr., Esquire