

RESOLUTION #16-49

**RESOLUTION AUTHORIZING THE EXECUTION OF
PROFFESIONAL CONTRACTS**

WHEREAS, the Council of the City of Woodbury appointed the following professionals for a term from January 1, 2016 through December 31, 2016; and

WHEREAS, a contract (attached) has been presented to and reviewed by the City for the following professional services:

Grant Consultant – Triad
IT Services – All Covered
Redevelopment Counsel – Louis Cappelli, Jr., Esquire
Redevelopment Planner/Planning/Zoning Planner – Group Melvin Design
Planning/Zoning Board Solicitor – Charles Fiore, Esquire
City Engineer/Planning/Zoning Board Engineer – Federici & Akin, PA

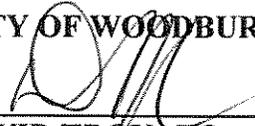
WHEREAS, the appointments were advertised and contracts were awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contracts being in the best interest and the most advantageous to the City of Woodbury considering all factors.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Woodbury, the Mayor concurring, that the Mayor and City Clerk be authorized to execute said contracts for professional services.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on February 9, 2016.

CITY OF WOODBURY

By:



DAVID TROVATO
President of Council

ATTEST:



ROY A. DUFFIELD, Clerk

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this 26th day of January, 2016 by and between the City of Woodbury hereinafter referred to as "City"; and Federici & Akin, P.A., hereinafter referred to as "Engineer";

WHEREAS, "City" requires the services of a municipal Engineer and of an Engineer for the "City's" Combined Planning/Zoning Board, hereinafter referred to as "Board", for the Year 2016, commencing January 1, 2016 and ending December 31, 2016; and

WHEREAS, "Engineer" has agreed to accept the appointment of the "City" for the performance of the duties required of a municipal Engineer and a Planning/Zoning Board Engineer, subject to the following terms and conditions:

WITNESSETH:

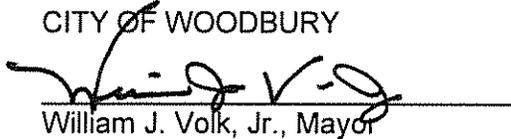
1. "Engineer" shall be appointed to represent "City" and "Board" for a term of one (1) year, commencing January 1, 2016, and ending December 31, 2016 and shall perform all duties required of an Engineer.
2. During the term of this Agreement, "Engineer" shall devote his best efforts to advance the interest of the "City"; he shall perform his duties to the best of his ability.
3. "Engineer" shall be compensated according to the following schedule:
 - A. Capital Improvement Projects will be billed at prevailing and accepted rates, depending on degree of complexity and scope of work to be performed. Agreement on specific projects may be reached with the "City" before commencement of the work if so required by the "City".
 - B. All other services, including those for the "Board" and any applications submitted to the "Board" for review or approval, to be charged on an hourly basis, according to the attached schedule, which includes incidental office work.
 - C. Direct expenses will be billed at 125 percent of cost.
 - D. "Engineer" shall submit a sworn voucher for services rendered to the Chief Financial Officer of the "City", including an outline of work performed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 26th day of January 2016.

ATTEST:


Roy A. Duffield, Clerk

CITY OF WOODBURY


William J. Volk, Jr., Mayor

FEDERICI AND AKIN, P.A.


signature

Paul D. Breier, P.E.
authorized agent



FEDERICI & AKIN, P.A. CONSULTING ENGINEERS

YEAR 2016 FEE SCHEDULE	
Job Classification	Hourly Fee Schedule
Principal, Professional Engineer	\$165.00
Principal, Professional Land Surveyor & Professional Planner	\$155.00
Senior Project Manager	\$145.00
Project Manager	\$130.00
Professional Engineer	\$130.00
Design Engineer	\$110.00
Environmental Scientist	\$115.00
Professional Planner	\$115.00
Review Technician	\$95.00
Senior Draftsman	\$90.00
Drafting	\$85.00
Technician	\$77.00
Professional Land Surveyor	\$115.00
3 Man Field Crew (Conventional)	\$165.00
2 Man Field Crew (GPS)	\$155.00
2 Man Field Crew (Conventional)	\$145.00
1 Man Field Crew (GPS)	\$145.00
Party Chief	\$85.00
Surveyor	\$70.00
Inspection Coordinator	\$97.00
Senior Inspector	\$97.00
Inspector	\$82.00
Technical Writer	\$71.00
Clerical	\$60.00
Expert Testimony (Court Appearance)	\$295.00

In the event that outside consultants are to be contracted by Federici & Akin, P.A., at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual.

Relating to inspection services, when applicable, any inspection procedures that exceed eight (8) hours, overtime at the rate of one and one-half times will be charged on that period beyond the original eight (8) hours.

- Print Cost:
 - Black Line Prints - \$0.55/S.F.
 - Sepias - \$0.80/S.F.
 - Mylar - \$6.00/S.F.
 - Xerox Copies - \$0.25 per copy
- Mileage: - \$0.50 Mile
- Tolls: - REIMBURSABLE

All Covered

IT SERVICES FROM KONICA MINOLTA

**All Covered Care
Proposal
and
Schedule of Services
for**

The City of Woodbury Police

February 2, 2016

Proposal Ref: 10277226



Pricing is valid for 15 days from the date of this document.
Confidential and not to be distributed to third parties

BENEFITS OF THE ALL COVERED SOLUTION

All Covered Care (ACC) is designed to increase each client's return on technology investments by creating and supporting a stable and secure IT infrastructure, tuned to the client's business needs. Through a strong partnership with the client, the All Covered team delivers proactive and preventive PC, Network and Server management, troubleshooting and user support, backed by documentation and planning. All Covered also offers a range of Cloud Server, Hosting, Security and Application Development services.

Experience has shown that regularly scheduled management of systems and networks will substantially reduce the frequency and severity of the common problems that jeopardize the stability, security, and performance of an organization's IT environment.

ACC is delivered through a combination of remote and on-site services.

- **Proactive Services and Preventive Support.** These services are based on a proven methodology that will help the IT environment run smoothly and prevent many problems before they affect computer or network performance. The services are performed primarily via secure remote connections.
- **Monitoring and Reactive Support.** Support initiated by the client or All Covered that provides response to active issues. Troubleshooting and problem-solving are provided on-site if appropriate. The managed environment is monitored 24 hours a day.
- **End-user Support.** This addresses day-to-day end-user problems primarily through remote diagnostics and telephone support.

All Covered Care Engagement Plan For The City of Woodbury Police

ONGOING SUPPORT

- The All Covered team will manage the network, servers, computers and technology infrastructure based on a comprehensive support plan.
- Proactive management of the systems helps to avoid problems that would otherwise interfere with day-to-day operations.
- End user problems are addressed promptly and the systems are monitored continuously to ensure rapid response to emerging issues.
- All Covered manages escalations to your telecom service providers, hardware vendors, software vendors and application providers.
- Upon request, All Covered will act as support-liaison for end-user to initiate a support call to Line of Business support provider and request support on behalf of end-user and direct vendor support provider to work directly with end-user to resolve issue.



SERVICE DEFINITIONS

All Covered implements the All Covered Care services according to the following definitions. Actual services to be delivered to the client are identified in the Schedule of Services section.

Server Management

- Inventory of computer hardware, software and network devices.
- Windows Event Log management to proactively detect and resolve emerging problems
- Disk space management.
- Automatic deployment of approved Microsoft patches as approved via All Covered's patch management policy.
- Automatic virus definition updates and real-time scanning to protect against virus infections.
- Regular cleaning of temporary folders and files.
- Password resets for the supported servers, server applications and services.
- Remote server management may require a server to be taken off-line or rebooted, which will be done during pre-approved support windows or with express permission.
- Implementation of new upgrades to the operating system or applications may incur additional charges.



Server Monitoring

- 24/7 remote monitoring of network connectivity, key Windows Services and significant events in the Windows Event Logs.
- Monitoring alert validation, notification, remediation, and escalation services from a multi-tier and fully redundant Network Operations Center.
- Monitoring of disk space thresholds. Should file storage requirements exceed the limitations of the server, additional fees may be incurred to expand the storage. Data removal, if necessary, will be the responsibility of the client.
- Access to on-demand trend reports for connectivity, CPU utilization, memory utilization and disk space utilization.
- Response to all validated alerts to provide for expedited resolution of incidents.
- Real-time access to client-facing monitoring portal.

Network Devices

- Monitor network connectivity to supported Firewalls, Routers, and Managed Switches.
- Manage and remediate incidents related to supported network devices covered under contract, including firewalls, routers, and managed switches. Additional fees may be incurred for replacement of equipment or upgrades.

- Manage firewall rules and built-in security services.

End User Computers

- Inventory of computer hardware, software and network devices.
- Support for connectivity to servers, printers and the Internet.
- Supported Workstation Operating Systems
 - Automatic deployment of Microsoft patches as approved via All Covered's desktop patch policy.
 - Management and updates of included virus and malware protection software.
 - Removal of temporary folders and files from detected hard drives.

Mobile Devices

- Support corporate network connectivity and email synchronization for phones and tablets running Windows Mobile, Blackberry, iOS or Android operating systems.

Remote Offices and Workers

- Provide support for remote office connectivity at the locations stated in the client's Agreement. Additional charges may be incurred for providing on-site services to remote locations and users.

File Directory and Print Services

- Monitor data storage thresholds and establish user directories for file management.
- Establish network printers and provide user access to these printers.

Hosted Email Filtering

- Filtering of suspected spam and viruses
- Web portal for user review of filtered and quarantined items

User Resources

- Create, modify and delete as requested by client: user accounts and passwords, file and printer shares, user rights, mailboxes, aliases, and distribution lists.

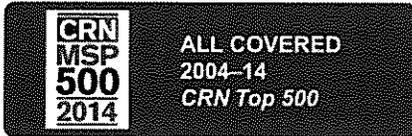
Data Backup

- Monitor and support automated backup of data. This backup routine will be configured and scheduled as determined by the Client and All Covered's Engineering Team.

SERVICES NOT INCLUDED

- Services not specifically defined in this agreement are excluded from it, such as, but not limited to the following. These services may be available as separately billed projects.
 - Programming and Line of business application support
 - Software and hardware upgrades, cabling

- Home or private network troubleshooting
- Audio/visual support (projectors, TVs, etc.)
- New application, computer, or peripheral installations
- All Covered does not provide hardware repair and recommends clients use warranty or vendor repair services.



SYSTEM REQUIREMENTS

The full and effective operation of All Covered's service delivery tools and processes depend on the following system requirements being met. Requirements that are not met may affect system stability and the ability for All Covered to resolve issues promptly.

- Client must have at least one server and no server can be used as end-user device. Servers must be from a major brand (Dell, Cisco, HP, IBM or Lenovo), be under current manufacturer hardware warranty or manufacturer hardware maintenance contract and have at least 4GB of memory. Hardware Management Cards for Servers must be installed.
- A firewall from a major brand (Cisco, Dell SonicWall or Fortinet) must be installed and must be under manufacturer warranty and/or have relevant support contracts. A static IP address is required for the firewall.
- PCs must be configured using a Microsoft Domain or Apple Network, and have at least 2GB of memory.
- The supported systems are currently as follows.
 - Servers
 - Microsoft Windows Server 2008 or later
 - Microsoft Small Business Server 2008 or late
 - Microsoft Essential Business Server 2008 or later
 - Microsoft Exchange 2007 or later
 - Microsoft SQL 2005 or later
 - Microsoft SharePoint 2007 or later
 - Blackberry Enterprise Server
 - Apple Server 10.5 and later
 - Computers
 - Microsoft Windows 7 or later
 - Apple Mac OS 10.5 or later
 - Microsoft Office 2007 or later and Office 2008 for Mac or later
 - Mobile Devices
 - Apple iOS; Microsoft Windows Mobile; Android; Blackberry.
- Support will not be provided for any Operating Systems which are beyond the manufacturer's published End of Support date.
- Cabling must be Category 5E or higher and be properly grounded and bonded.
- Suitable power surge protection must be installed for all critical systems.
- UPS backup power must provide adequate time for all servers to be safely shut down.
- Room temperature must be maintained for servers and network devices according to manufacturers' specifications.
- All the client's servers and computers must be covered under this Schedule of Services agreement unless specifically agreed to therein.

CLIENT REQUIREMENTS

Client agrees to:

- Follow safe browsing and safe email procedures. No anti-virus solution is foolproof and the client's systems are not guaranteed to be 100% virus free by using this service.
- Provide remote access to all supported devices to allow technical issues to be resolved.
- Notify All Covered via Service Ticket twenty four (24) hours or more prior to any significant proposed device changes for non-system down issues to allow All Covered to review prior to any changes occurring.
- Own genuine user or device licenses for every operating system and application installed and to maintain records of all software media with CD-keys, serial numbers and unlock codes.
- Own valid maintenance contracts for all software and devices and to designate All Covered as an authorized agent of client under those contracts.
- Maintain 3rd party software support contracts for all line-of-business applications to address end-user support, updates and upgrades, or to maintain expertise internally by client staff.
- Designate a primary point of contact or contacts to interact with the Help Desk to avoid multiple tickets being generated for the same issue and to perform simple, guided on-site tasks.
- Plan for the upgrade of any device, operating system or application that is scheduled to become end-of-support by its manufacturer; whether or not covered under this Schedule of Services.

SERVICE LEVEL OBJECTIVES

All Covered will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported devices and to respond and escalate all reactive support according to the processes identified below. System availability may be affected by reasons beyond All Covered's control including:

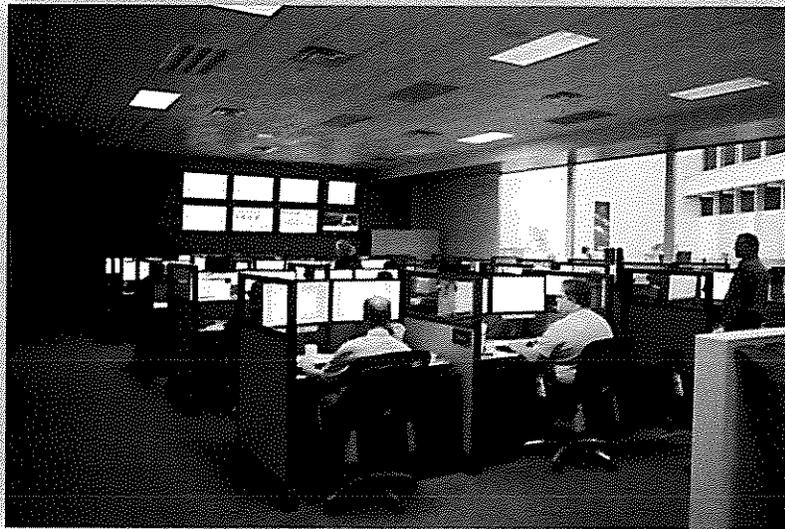
- Defects and malfunctions of or client changes to devices, operating systems or applications
- Reprioritization of tasks by the client
- Problems resulting from actions or inactions of the client contrary to All Covered's reasonable recommendations
- Loss of power or Internet connectivity.

SUPPORT RESPONSE PROCESSES

For each selected service, All Covered will perform reactive services in accordance with its problem prioritization, management and escalation processes. A service ticket in All Covered's systems will be used to track and document each service level incident.

Clients may request support by phone, e-mail or the All Covered client portal. The following is a list of service delivery procedures by source of their request:

- Phone: Used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.
- Portal: Used to report non-critical incidents that do not require immediate attention. Incidents submitted through the client portal are assigned to an engineer within one business day.



SCHEDULE OF SERVICES FOR ALL COVERED CARE

Effective Date:

Supported Location: 1

With: Network Remote Monitoring and Network Incident Remediation

Unified Management for the following environment

Computers:

- Asset inventory
- Virus Protection*
- Online Threat Protection*
- Hosted Email Protection*
- OpenDNS On-net
- Windows Patching

Client Owned Servers:

including:

- Asset inventory
- Virus Protection*
- Windows Patching
- Remote 24 x 7 server monitoring
- Server incident remote remediation

Help Desk and Remote Support

Standard Hours are Monday through Friday 7 a.m. to 7 p.m., in the time zones of supported locations, excluding public holidays

- Included during Standard Hours
- \$202.50 per hour outside of Standard Remote Support Hours, 15 minute increments

On-site Support

Standard Hours for On-Site Support are Monday through Friday, 8 a.m. to 6 p.m., in the time zones of supported locations, excluding public holidays

During Standard On-Site Support Hours

- Included, as deemed necessary by All Covered Engineering for problem resolution
- \$135per hour, minimum 1 hour, plus one way travel time, minimum 1/2 hour, for other engineering visits

Outside of Standard On-Site Support Hours

- \$202.50 per hour, minimum of 2 hours, plus round trip travel time, 1/2 hour minimum

Included Services

- Guidebook documentation; Itemized monthly billing; Secure Client Portal
- Management of escalations to telecommunications and software providers
- Procurement Services; Assistance with hardware & software purchasing

Leasing and Finance Programs available

Monthly Fee of: \$1,210

All prices are exclusive of any applicable sales or use taxes, and shipping costs.

Fee assumes that Client equipment is under manufacturer warranty or maintenance contract.

See www.allcovered.com/terms for additional terms of service.

See www.allcovered.com/holidays for a list of public holidays for the purposes of this Schedule.

Additional Fee Details:

- Monthly support fee for each additional computer: \$40
- Monthly support fee for each additional server: \$200
- On-site visits requested by client: \$135 per hour between 8 a.m. and 6 p.m. local time Mon-Fri, \$202.50 outside of these hours & on public holidays,
- Remote work beyond scope of this Schedule: \$135 per hour between 7 a.m. and 7 p.m., local time Mon-Fri, \$202.50 outside of these hours & on public holidays.
- Labor rates for project work may differ from these rates based on the nature of the work.

* No anti-virus solutions are foolproof. In tandem with All Covered's anti-virus services, Client should implement its own set of best practices, including safe browsing and email procedures. Additional charges may apply for the recovery of devices from virus infections if the need is significantly higher than anticipated in these Contract Documents.

TERMS AND CONDITIONS OF SERVICE

1. **Term and Termination:** (a) The initial term of this Schedule of Services shall commence on the Effective Date and terminate after one (1) year. If the Schedule is terminated early due to non-payment of fees or Client's cancellation of services for any reason other than for cause, Client agrees to pay a lump sum termination fee equal to the monthly fee multiplied by the number of months remaining for the term. As used herein, 'cause' shall mean a material breach of any obligation in this Schedule, which remains uncured thirty (30) days after written notice thereof.

(b) Either party may terminate this Schedule for cause if the other party fails to cure a material breach of any obligation set forth therein within thirty (30) days after written notice of such breach. Termination is not an exclusive remedy and the exercise by either party of such remedy shall be without prejudice to any other available legal or equitable remedies. Sections 3(b) (Warranty Disclaimer), 4 (Liquidated Damages), 5 (Limitation of Liability), 6 (Confidential and Proprietary Information) and 7-13 (general terms) shall survive any expiration or termination of this Schedule.

2. **Fees and Payment:** (a) Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. All Covered may invoice in advance for any recurring service. Client shall be responsible for all applicable taxes arising from the services. All Covered may suspend service if Client has failed to pay any undisputed invoice within thirty (30) days of receipt. Unpaid invoices will be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law.

(b) All Covered reserves the right to adjust the fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, warranty or hardware maintenance coverage or other changes in the IT infrastructure, or (ii) the level of support required by the client changes. All Covered anticipates that its costs for providing services will increase annually. Accordingly, All Covered reserves the right to increase its fees on the anniversary date of this Schedule. All Covered shall provide at least thirty (30) days prior notice of any fee increases. All Covered reserves the right to charge Client for the time utilized in the development of quotes for hardware or software not ultimately purchased through All Covered at the then-current hourly rate for contracted clients.

3. Limited Warranty: (a) All Covered warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. All Covered's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for All Covered to re-perform any deficient services, or, if All Covered is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. All Covered shall have no obligation with respect to a warranty claim (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 3 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY ALL COVERED. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY ALL COVERED. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

4. LIQUIDATED DAMAGES FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, neither party shall retain the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment.) Client and All Covered agree that any breach of the foregoing obligation would result in harm to the other party and that the amount of legal damages would be difficult to determine. Accordingly, Client and All Covered agree that for each such employee or ex-employee retained in breach of this Section 4, the party in breach shall pay to the non-breaching party the sum of Fifty Thousand Dollars (\$50,000) as liquidated damages. Client and All Covered acknowledge and agree that such liquidated damages constitute a reasonable estimate of the damages that would accrue to the non-breaching party and do not constitute a penalty. This provision shall not apply to individuals responding to a general advertisement of employment.

5. LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. ALL COVERED SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.

(B) IN NO EVENT SHALL THE AMOUNT EITHER PARTY MAY RECOVER UNDER ANY SCHEDULE EXCEED IN THE AGGREGATE (AND NOT PER OCCURRENCE) THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

(C) THE LIMITATIONS SET FORTH IN THIS SECTION 5 SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY.

6. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by All Covered shall be deemed Confidential Information and proprietary information of All Covered without any marking or further designation. Client may use such information solely for its own internal business purposes. All Covered shall retain all rights to the aforementioned, which shall be returned to All Covered upon termination of the applicable Schedule. (c) All Covered shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

7. Independent Contractor: All Covered and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

8. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

9. Disputes; Governing Law; Arbitration; Attorney's Fees: New York law, without regard to its conflict of laws principles, shall govern and enforce this Schedule. Any legal action between the parties arising out of or related to this Schedule shall be adjudicated by binding arbitration by the Judicial Arbitration and Mediation Services in New York, New York in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

10. Complete Understanding; Modification: This Schedule, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and All Covered and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

11. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Schedule shall continue in full force and effect.

12. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13. Notices: Any notice or communication required or permitted to be given under this Schedule shall be in writing and addressed to All Covered, Attn. Legal Counsel, 1051 E. Hillsdale Blvd., Suite 510, Foster City, CA 94404 and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

14. Counterparts: This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

By executing this Schedule of Services, Client agrees to purchase the services designated above subject to the preceding Terms and Conditions of Service.

Client: Woodbury City Police

Signature: 

Name: William J. Volk, Jr.

Title: Mayor

Date: February 9, 2016

All Covered

Signature: 

Name: John DiLullo

Title: Manager Director

Date: 2-2-16

**CITY OF WOODBURY
CONTRACT FOR PROFESSIONAL LEGAL SERVICES
SPECIAL REDEVELOPMENT COUNSEL – 2016**

THIS AGREEMENT, made this 9 day of February, 2016, 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, 2016 through December 31, 2016. 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 2016 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.

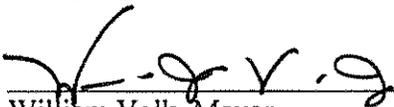
The Attorney agrees to attempt in good faith to employ minority and female workers consistent with the applicable City employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding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



William Volk, Mayor
City of Woodbury



Roy A. Duffield, Clerk
City of Woodbury



Louis Cappelli, Jr., Esquire
Florio Perrucci Steinhardt & Fader LLC

**AGREEMENT
CITY OF WOODBURY
AND
CHARLES A. FIORE, ESQUIRE**

THIS AGREEMENT made this 9 day of ^{February}~~January~~, 2016, by and between the CITY OF WOODBURY, hereinafter referred to as "City" of the first part; and CHARLES A. FIORE, ESQUIRE, hereinafter referred to as "Planning/Zoning Board Solicitor" of the second part;

WITNESSETH:

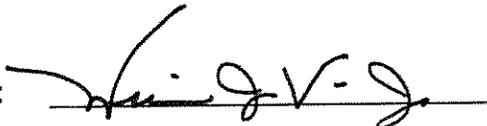
1. Planning/Zoning Board Solicitor shall perform legal services for the City commencing January 1, 2015, until such time as he or his successor shall be appointed and qualified, said Planning/Zoning Board Solicitor to perform said services such as review and prepare Ordinances, Resolutions and legal documents pertaining to Planning/Zoning Board; attend regular, special and continued sessions; attend work sessions and executive sessions; conduct legal research and render legal opinions; provide legal advice and assistance to the Council, City Solicitor, Department of Community Development, Office of the City Administrator and any other City Attorney; represent the City in litigation; and the performance of such other services as may be required of him by the City or as may be required by laws of the State of New Jersey.

2. During the term of this agreement, Planning/Zoning Board Solicitor shall devote his best efforts to advance the interest of the City; he shall perform such services required to the best of his ability and in accordance with the Code of the Professional Responsibility of the American Bar Association as amended by the Supreme Court and incorporated in the Rules governing the Courts of the State of New Jersey.

3. Planning/Zoning Board Solicitor shall be paid for services rendered in accordance with the Schedule of Fees set forth in Addendum "A".

4. City and Planning/Zoning Board Solicitor agree that such professional services as defined herein may be rendered by any qualified attorney at law.

CITY OF WOODBURY

By: 

ATTEST:




Charles A. Fiore, Esquire

ADDENDUM "A"
FEE SCHEDULE
OF
PLANNING/ZONING BOARD SOLICITOR

I. BASIC FEE AGREEMENT:

The Planning/Zoning Board Solicitor will be compensated at the rate of \$150.00 per hour for all legal matters, including preparation, consultations, meetings, telephone conferences and correspondence.

II. MISCELLANEOUS:

- A. Where the representation of the Planning/Zoning Board Solicitor is required for litigation, the hourly rate of compensation shall be \$175.00.
- B. The Planning/Zoning Board Solicitor shall not perform any legal services based upon a "contingent fee contract" unless there is a prior written mutual consent between the parties.

III. EXPENSES:

All costs for court, recording fees, copy costs, fax expenses, postage and other expenses shall be in addition to legal services and shall be itemized.

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

THIS AGREEMENT is made BETWEEN the Client, **City of Woodbury Combined Planning/Zoning Board** whose address is **33 Delaware Street, Woodbury, New Jersey 08096** referred to as "you",

AND

GROUPmelvinDESIGN

whose address is 2 Aquarium Drive, Suite 320, Camden, New Jersey 08103, referred to as the "Planning Firm".

1. Professional Services To Be Provided. You agree that the Planning Firm will provide the following services for 2015:

2016 Planning/Zoning Board Planner for the Planning/Zoning Board, City of Woodbury

2. Assignment. The Planning Firm and you, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Planning Firm nor you shall assign this Agreement without the written consent of the other. Any attempts to assign this Agreement without written consent are null and void.

3. Additional Professional Services. If you need any other services which may or may not be related to the above matter, you and the Planning Firm may make a new agreement to provide the other services. Any revisions or changes to the agreement must be made in writing, by addendum or by letter, and acknowledged by you and by the Planning Firm.

4. Fees. The Planning Firm cannot guarantee the amount of your total billings. This will depend on the amount of time expended, the nature and circumstances of the subject project and property with regard to your project, the level of review and permitting necessary to complete the project and the amount of reimbursable expenses and costs. All fee agreements are subject to adjustment on January 1 of each year.

A. Rates. All rates are set forth in the **Annual Fee Schedule**, attached.

B. Retainer Escrow. Prior to the Planning Firm commencing the project, you agree to pay the Planning Firm a retainer in the amount of **\$ 0**. Retainers are deposits against work in progress and will be returned after final billing and full payment of account.

C. All Services Will Be Billed. You will be billed at the rates set forth in the **Annual Fee Schedule**. This includes, but is not limited to, telephone calls, dictating, reviewing letters, design, calculations, report preparation, specification writing, revisions, travel time to and from site properties and meetings, and any other services related to this matter. The charge for any timed service provided will be billed in one-quarter (.25) of one hour (15 minute) increments.

D. Estimates. Except where otherwise provided, estimated fees are not intended to be a commitment to a lump sum fee, but are rather intended to be a reasonable budget estimate based on the indicated project scope. Actual billings will be on a time, cost and expenditure basis in accordance with the current **Annual Fee Schedule** for services rendered by principals and employees.

E. Flat Fee. Where the fee arrangement is on a lump sum basis, any additional services, including revisions required by you or by reviewing authorities after the plans are substantially complete, or by peculiar circumstances or alteration of the scope of services, may

proceed on a time basis as authorized by you or your designated representative. Further, any lump sum arrangement must be specifically set forth in writing and signed by the Planning Firm.

5. Costs and Expenses. In addition to Planning fees and professional services, you are responsible for all job expenses including, but not limited to, the following: Photocopying charges, faxes, prints, mileage, telephone toll calls, postage/mail charges, messenger services and any other expenses in this project. These expenses shall be itemized separately on your billings. Any state and federal taxes or fees which may be imposed on gross receipts or revenues are in addition to the professional fees under the terms of this Agreement, will be added to the amounts due and shall be paid by you.

6. Bills & Interest Disclosure. The Planning Firm will send you an itemized progress bill normally on a monthly basis. All bills are due upon receipt. Final bills are due upon completion of services. You will be charged interest at a rate of 18% per annum (1.5% per month) on any remaining balance or outstanding fees not paid within 30 days from the date of the bill. Nonpayment of overdue invoices may result in suspension of services upon written notification. In the event that an account should become delinquent and collection efforts are required to obtain payment on the account, you agree to pay for all costs for said collection, including, but not limited to, any and all attorneys fees incurred by the Planning Firm.

7. Your Responsibility. You must cooperate with the Planning Firm and provide all information requested and/or necessary. You agree to provide access to property at all reasonable times to allow the Planning Firm the opportunity to provide the requested services. Either party may terminate this Agreement upon written notice to the other. In the event of such termination, the Planning Firm shall be entitled to payment for work completed, based upon a time accounting as of the date of the notice of termination, along with all outstanding costs and expenses in connection with the project.

8. No Guarantee. The Planning Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of the application and approval process, the varied number of approvals and/or permits projects may require, whether or not variances will be sought in connection with the Project, interpretations and changes in the law and many unknown and variable factors, the Planning Firm cannot and does not warrant, predict or guarantee results or the final outcome of the Project.

9. Ownership & File Lien. All original field notes, calculations, drawings (tracings), work sheets, correspondence, and other file data, other than documents loaned and furnished by you, will remain in the ownership and possession of the Planning Firm. Prints or photocopies of documents as required by the client will be furnished and charged for when appropriate. Prints of the Planning Firm's drawings are not valid unless both signature and embossed seal of the licensee appear on the prints. Eradication, erasures, revisions, additions, or cuttings made to such drawings will invalidate them unless such changes or additions specifically originate in our office and are acknowledged and approved in writing. Should this Agreement be breached or in any way terminated, the Planning Firm shall be entitled to immediate payment of any and all outstanding bills and/or reimbursement of any and all costs, disbursements and/or expenses. Said charges shall constitute a lien upon the file until paid in their entirety. The file shall remain in the Planning Firm's possession, including any and all documents, to which you may be entitled, until discharge of the lien in full.

10. Disputes. In the event of any disputes between the parties which can not be resolved between themselves, the parties agree that any action shall be brought in the Superior Court of

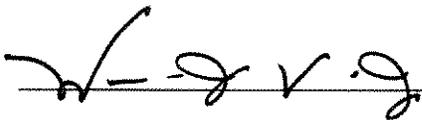
New Jersey, Gloucester County. The parties hereby agree to submit to the jurisdiction of such court, and such courts shall have full and exclusive jurisdiction of any disputes.

11. Attorneys' Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that is based thereon, the prevailing party shall be entitled to reasonable attorneys' fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorneys' fees incurred prior to and during the arbitration proceedings) or by the court or courts, including any appellate court, in which such matter is tried, heard, or decided.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between the Planning Firm and you and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Planner and Client.

Signature. You and the Planning Firm have read and agree to this Agreement. The Planning Firm has answered all of your questions and has fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

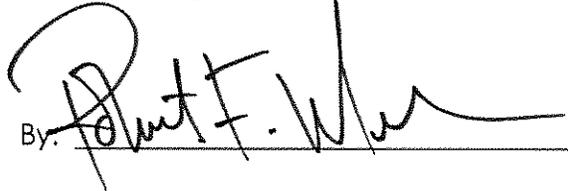
CITY OF WOODBURY

By: 

Title: Mayor

Date: 2/9/16

GROUPmelvinDESIGN

By: 

Robert F. Melvin, AICP/PP
Principal

Date: 2/1/16

GROUPmelvinDESIGN

2016 Annual Fee Schedule

JOB CLASSIFICATIONS

HOURLY FEE SCHEDULE

Principal	\$180.00
Director of Planning & Design	\$145.00
Professional Planner I	\$150.00
Senior Planner/Projects Director	\$100.00
Planner/Urban Designer	\$85.00
Planning Analyst	\$85.00
Planning Aide	\$70.00

In the event a Professional Planner is needed for depositions and/or court appearances, such time shall be invoiced at an hourly rate of \$ 200.00.

In the event outside consultants are to be contracted by GROUPmelvinDESIGN at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual or the firm.

REIMBURSABLE EXPENSES

	Color Plotting	\$7.50/per S.F.
	Black & White Copies	\$0.50/each
	Color Copies (8.5 x 11)	\$1.00/each
	Color Copies (11 x 17)	\$2.00/each
	CDs	\$2.00/each
	Binding	\$3.00/each
	Mounting	Direct Cost
Travel Expenses:	Mileage	IRS Standard Mileage Rate
	Tolls & Parking Fees	Direct Cost

All expenses incurred related to the execution of the project such as regular, certified & express mail, certified property owners' lists, assessment maps, enlargement and/or reduction, photography, aerial maps and sampling, fees shall be borne by CLIENT and invoiced accordingly.

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AND

GROUPmelvinDESIGN

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proceed on a time basis as authorized by you or your designated representative. Further, any lump sum arrangement must be specifically set forth in writing and signed by the Planning Firm.

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6. Bills & Interest Disclosure. The Planning Firm will send you an itemized progress bill normally on a monthly basis. All bills are due upon receipt. Final bills are due upon completion of services. You will be charged interest at a rate of 18% per annum (1.5% per month) on any remaining balance or outstanding fees not paid within 30 days from the date of the bill. Nonpayment of overdue invoices may result in suspension of services upon written notification. In the event that an account should become delinquent and collection efforts are required to obtain payment on the account, you agree to pay for all costs for said collection, including, but not limited to, any and all attorneys fees incurred by the Planning Firm.

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10. Disputes. In the event of any disputes between the parties which can not be resolved between themselves, the parties agree that any action shall be brought in the Superior Court of

New Jersey, Gloucester County. The parties hereby agree to submit to the jurisdiction of such court, and such courts shall have full and exclusive jurisdiction of any disputes.

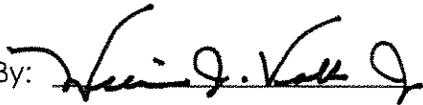
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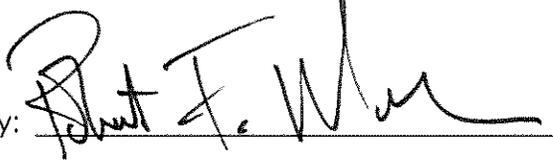
12. Entire Agreement. This Agreement represents the entire and integrated agreement between the Planning Firm and you and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Planner and Client.

Signature. You and the Planning Firm have read and agree to this Agreement. The Planning Firm has answered all of your questions and has fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

CITY OF WOODBURY

GROUPmelvinDESIGN

By: 

By: 

Title: Mayor

Robert F. Melvin, AICP/PP
Principal

Date: 2/9/16

Date: 2/1/16

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2016 Annual Fee Schedule

JOB CLASSIFICATIONS

HOURLY FEE SCHEDULE

Principal	\$180.00
Director of Planning & Design	\$145.00
Professional Planner I	\$150.00
Senior Planner/Projects Director	\$100.00
Planner/Urban Designer	\$85.00
Planning Analyst	\$85.00
Planning Aide	\$70.00

In the event a Professional Planner is needed for depositions and/or court appearances, such time shall be invoiced at an hourly rate of \$ 200.00.

In the event outside consultants are to be contracted by GROUPmelvinDESIGN at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual or the firm.

REIMBURSABLE EXPENSES

	Color Plotting	\$7.50/per S.F.
	Black & White Copies	\$0.50/each
	Color Copies (8.5 x 11)	\$1.00/each
	Color Copies (11 x 17)	\$2.00/each
	CDs	\$2.00/each
	Binding	\$3.00/each
	Mounting	Direct Cost
Travel Expenses:	Mileage	IRS Standard Mileage Rate
	Tolls & Parking Fees	Direct Cost

All expenses incurred related to the execution of the project such as regular, certified & express mail, certified property owners' lists, assessment maps, enlargement and/or reduction, photography, aerial maps and sampling, fees shall be borne by CLIENT and invoiced accordingly.

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 5, 2016 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **CITY OF WOODBURY**, 33 Delaware Street, Woodbury, New Jersey 08096 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Description of Project 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. Either party may terminate this Agreement at any time by providing the other 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 either party, 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 bare 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.
17. 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.

18. 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.
19. 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.
20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
21. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	CITY OF WOODBURY 33 Delaware Street Woodbury, New Jersey 08096
Attention: Michael Zumpino Chairman/CEO	Attention: Michael Theokas City 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.

Monica Morris
Witness/Attest

For TRIAD ASSOCIATES

Michael Zumpino
Chairman/CEO

Date: _____

Ray Daffield
Witness/Attest

For CITY OF WOODBURY

William J. Volk, Jr.
By: William J. Volk, Jr, Mayor

Date: 2/9/2016

***State, County or Municipal Governments or Agencies:**

I am the Chief Financial Officer for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement. *purchase order ON AN AS-Needed basis*

Robert Law
Signature

2/9/16
Date

Robert Law CFO
Print Name & Title

EXHIBIT A

DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated January 5, 2016 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF WOODBURY** ("Principal").

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

DESCRIPTION OF THE PROJECT: Principal has a need for Consultant to pursue financial resources for capital, infrastructure, programmatic and related needs of the Principal. Consultant shall (1) recommend federal, state, regional and foundation grant and/or financing resources and/or programs available to meet Principal's needs and (2) apply for the applicable programs upon Principal's approval of Consultant's recommendations.

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following tasks:

Task 1: Conduct grants investigation, research and evaluation.

Task 2: Preliminary program and financial analysis and strategy development, informal and formal communications with prospective funding agencies, development of project profiles and other descriptive documents outlining proposed projects with the purpose of securing an invitation to apply for funding. This task shall also include negotiations with other municipal, county and regional agencies, foundations and the private sector to the extent necessary to carry forth the development goals of the Principal.

Task 3: Special technical support services including, but not limited to, planning and implementation strategies, innovative financing strategies, economic development initiatives, Project and Funding Matrices, and other services supporting the overall objectives of the Principal.

Task 4: Preparation of pre-application and/or application documents as specified by and required for submission to state, federal and regional agencies and foundations/philanthropies.

Task 5: Provision of program implementation and project administrative services in order to insure that programs approved are carried out in accordance with contractual terms and conditions and in compliance with all applicable federal and/or state statutes, regulations and executive orders, etc.

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated January 5, 2016 between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF WOODBURY** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: The Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

- Task 1 of Exhibit A shall be conducted by the Consultant without charge.
- Services under Tasks 2 and 3 will be provided on an hourly basis in accordance with Exhibit C.
- For services under Tasks 4 and 5 of Exhibit A, the amount shall be determined based on the specific program or project for which state, federal, regional or other funds are derived. An estimate of cost will be provided by Consultant for preparation of required application(s) for review and authorization by the Principal.

METHOD OF PAYMENT:

- For Tasks 2 and 3: Consultant shall provide an invoice commensurate with the level of work completed.
- For Tasks 4 or 5: Consultant shall provide an Authorization to Proceed letter to Principal, which stipulates the cost for services. Upon receipt of the executed Authorization to Proceed letter from Principal, Consultant shall provide the services.
- Principal shall pay invoices upon receipt.

UNSPECIFIED 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 services will be performed upon prior authorization from the Principal. Our current hourly rates are shown on Exhibit C.

OVERNIGHT DELIVERY SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express 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.

EXHIBIT C HOURLY RATE CHART

HOURLY RATES: The following chart includes the hourly rates that are effective as of the signing of this Agreement. These rates are subject to change annually. Services provided on an hourly basis will be invoiced at the hourly rate effective at the time of service. These rates include all clerical and related expenses.

LABOR CATEGORY	RATE
President / Chairman	\$175 per hour
Vice President	\$175 per hour
Technical Advisor	\$150 per hour
Senior Associate	\$150 per hour
Associate	\$135 per hour

This includes all expenses for which the Consultant will seek reimbursement for the tasks as outlined in this Agreement.