

**RESOLUTION NO. 02-2017**  
**OF THE REDEVELOPMENT AGENCY OF FRANKLIN TOWNSHIP**  
**AWARD PROFESSIONAL SERVICES AGREEMENT - REDEVELOPMENT**  
**COUNSEL – AMOUNT NOT EXCEED \$30,000.00 FROM AGENCY FUNDS AND**  
**\$75,000.00 FROM ESCROW FUNDS**

**WHEREAS**, a need exists to contract for the below noted services for the Redevelopment Agency of Township of Franklin, County of Somerset, New Jersey; and

**WHEREAS**, the Chief Financial Officer has certified in writing, a copy of which certification is attached hereto, that funds are available; and

**WHEREAS**, the contracts to be awarded are being awarded as non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44 A-20.5 et seq. as appropriate; and

**NOW, THEREFORE, BE IT RESOLVED** by the Redevelopment Agency of the Township of Franklin, County of Somerset, as follows:

- (1) The Redevelopment Agency authorize and directs the execution of the below referenced agreement with the below stated vendor, which agreements shall be maintained on file with the Executive Director of the Redevelopment Agency and available for public inspection.
- (2) These agreements are awarded as non-fair and open contract under the provisions of the Pay to Play Laws, P.L. 2004, C. 19.
- (3) A notice of this action shall be printed in the LEGAL NEWSPAPER OF THE TOWNSHIP as required by law within ten (10) days of its passage.
- (4) The vendor shall supply the Federal Affirmative Action Plan Approval or State Certificate of Employee Information Report within the time period specified by NJAC 17:27. The Contract shall contain the Mandatory Affirmative Action Language for Professional Service Contracts required by NJAC 17:27, a copy of which shall be attached to and incorporated in the Professional Service Agreement authorized herein.
- (5) The vendor shall agree to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 and indemnify, protect and save harmless the Township from all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of alleged violations of the Act. A copy of the Act shall be attached to and incorporated in the Professional Service Agreement authorized herein.
- (6) The vendor will charge at the current billing rate of \$220 per hour work billed to the FTSA; \$250 per hour work billed to redeveloper escrow.

**VENDOR:** Wilentz, Goldman & Spitzer, P.A.  
90 Woodbridge Center Drive, Suite 900  
Woodbridge, New Jersey 07095

**CONTRACT AMOUNT:** \$30,000 Agency Funds/ \$75,000 Escrow Funds

**CONTRACT PERIOD:** February 1, 2017 to January 31, 2018

**SERVICE:** Redevelopment Agency Counsel

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
Ike Agudosi			X
Kimberly Francois, Councilwoman	X		
Michael Gianotto, Chair			X
Robert Mettler	X		
Dennis Sanders	X		
Carl Wright, Councilman	X		

**CERTIFICATION**

I, **Mark Healey, Executive Director of the Redevelopment Agency**, of Township of Franklin in the County of Somerset, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the **Franklin Township Redevelopment Agency** at a **Regular Meeting** held on the **February 27th, 2017**.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this February 27th, 2017.



**Mark Healey**  
**Executive Director, Redevelopment Agency**

**Verified and Encumbered as to  
Availability of Funds:**

Date:

Account No.:

PO No.:

By: \_\_\_\_\_

KATHLEEN MOODY, Director of Revenue & Finance