



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 02/10/14 07:00 PM

2014 RESOLUTION AWARD OF PROFESSIONAL SERVICE

PS-11

AWARD OF A PROFESSIONAL SERVICE CONTRACT PURSUANT TO THE FAIR AND OPEN PROCESS FOR BOND COUNSEL

WHEREAS, the Township of Bloomfield has a need for Bond Counsel and has advertised a request for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Administrator has certified that the value of the service may exceed \$17,500; and

WHEREAS, the term of this contract is one (1) year and will end on December 31, 2014; and

WHEREAS, McManimon and Scotland, LLC, 75 Livingston Avenue, Second Floor, Roseland NJ, 07068 (hereinafter "Professional"), has submitted a proposal indicating they will provide the necessary services in accordance with their proposal attached hereto; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Administrator to enter into a contract/retainer agreement with the Professional within 10 days as described herein; and

BE IT FURTHER RESOLVED, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirements for Professional Services and no minimum payment is implied or guaranteed; and

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

Director of Law - Township Attorney

BE IT FURTHER RESOLVED, that all of the terms contained in the Standardized Submission Requirements for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

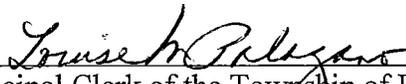
BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer; and

BE IT FURTHER RESOLVED, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

* * * * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on February 10, 2014.


Municipal Clerk of the Township of Bloomfield


Mayor of the Township of Bloomfield

| ✓ Vote Record - Resolution 3309 | | | | | | |
|---|-----------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|--|
| | | Yes/Aye | No/Nay | Abstain | Absent | |
| <input checked="" type="checkbox"/> Adopted | | | | | | |
| <input type="checkbox"/> Adopted as Amended | | | | | | |
| <input type="checkbox"/> Defeated | | | | | | |
| <input type="checkbox"/> Withdrawn | | | | | | |
| <input type="checkbox"/> Tabled | | | | | | |
| <input type="checkbox"/> Approved | | | | | | |
| | Elias N. Chalet | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Nicholas Joanow | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Carlos Bernard | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |

| | | | | | |
|--|--------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> Approved by Consensus | Wartyna Davis | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Not Discussed | | | | | |
| <input type="checkbox"/> Tabled with No Vote | Joseph Lopez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Discussed | | | | | |
| <input type="checkbox"/> Veto by Mayor | Carlos Pomares | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Approved No Vote | | | | | |
| <input type="checkbox"/> Deferred | Michael J. Venezia | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | |

A G R E E M E N T

THIS AGREEMENT ("Agreement"), made as of this 1st day of January, 2014 by and between the TOWNSHIP OF BLOOMFIELD, in the County of Essex, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068 hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of Counsel for any of such services, they shall be billed as follows:

I. Public Finance

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

A. Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey statutes.

C. When the Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects (the "Redevelopment Projects"), (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions ("Environmental Services"), (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters ("Litigation Services") or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$325 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

3. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., or the Revenue Allocation District Financing Act, N.J.S.A. 52:27D-459 et seq., will be billed in accordance with the fee schedule set forth in paragraph I(2)(D) through (G).

III. General Provisions

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Joseph P. Baumann, Jr.

6. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

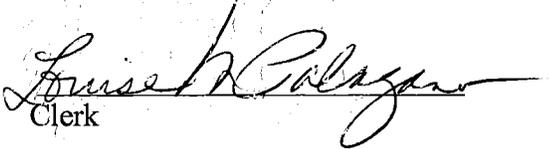
7. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

IN WITNESS WHEREOF, the TOWNSHIP OF BLOOMFIELD, has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Counsel has caused this agreement to be duly executed by the proper party as of the day and year first above written.

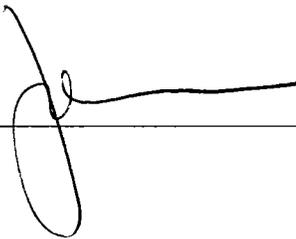
TOWNSHIP OF BLOOMFIELD

ATTEST:

By: 


Clerk

McMANIMON, SCOTLAND & BAUMANN, LLC.

By: 



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MCMANIMON, SCOTLAND & BAUMANN, LLC

Trade Name:

Address: 75 LIVINGSTON AVENUE #201
ROSELAND, NJ 07068

Certificate Number: 0075601

Effective Date: January 03, 1988

Date of Issuance: June 12, 2012

For Office Use Only:

20120612130427999

N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. 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 contractor 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 contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The contractor or subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor 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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform 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. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

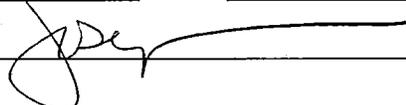
1. Letter of Federal Affirmative Action Plan Approval
2. **Certificate of Employee Information Report**
3. Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

NAME OF COMPANY: McManimon, Scotland & Baumann, LLC

NAME OF OFFICIAL: Joseph P. Baumann, Jr.

TITLE: Member DATE: 02/19/14

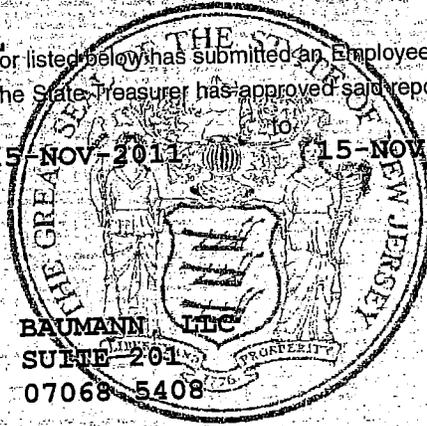
SIGNATURE: 

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

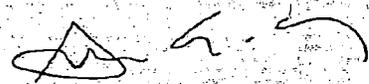
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2011 to 15-NOV-2018



MCMANIMON, SCOTLAND & BAUMANN, LLC
75 LIVINGSTON AVENUE, SUITE 201
ROSELAND NJ 07068-5408


Andrew P. Sidamon-Eristoff
State Treasurer

Jamison Risk Services



A DIVISION OF HERBERT L. JAMISON & CO., L.L.C.
INSURANCE GROUP

100 Executive Drive, West Orange, New Jersey 07052-3362
973-731-0806 • 800-JAMISON • Fax 973-731-3035 • www.jamisongroup.com

NEW JERSEY
NEW YORK
PENNSYLVANIA

CONFIRMATION OF PLACEMENT OF COVERAGE

| NAMED INSURED AND ADDRESS | ACCOUNT NO. |
|--|-------------|
| McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland, NJ 07068-1791 Attn: Ms. Helen Lysaght | TBD |

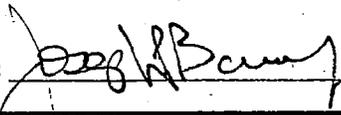
| EFFECTIVE DATE | EXPIRATION DATE | POLICY NUMBER | INSURER |
|--------------------|--------------------|---------------|---------------------------|
| September 20, 2013 | September 20, 2014 | LWB02401249 | Chicago Insurance Company |

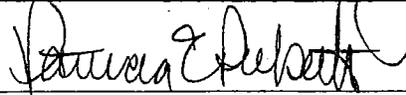
COVERAGE DESCRIPTION AND AMOUNT/LIMITS

LAWYERS PROFESSIONAL LIABILITY INSURANCE

Limit of Liability: \$10,000,000 Per Claim / \$10,000,000 Annual Aggregate
Deductible: \$100,000 Per Claim Loss Only
Annual Premium: \$132,438.31 Including PLIGA Surcharge of 0.9%
Policy Wording and Endorsements: As outlined in our proposal of September 11, 2013

The firm has been offered and is not interested in pursuing a higher limit option of \$5,000,000 excess of \$10,000,000

Accepted by:  Dated: 9/17/13

BY 
Patricia E. Roberto, Senior Vice President

September 17, 2013
DATE

In accordance with your instructions we have taken the action as described above. Please review this confirmation to be sure that it accurately reflects those instructions. The policy and / or amendment is being prepared and will be forwarded to you along with the invoice or credit memorandum in due course. Thank you for this opportunity to be of service. Subject to Underwriters Approval and Terms and Conditions of the Policy.