

Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 02/06/12 07:00 PM

2012 RESOLUTION AWARD OF PROFESSIONAL SERVICE

**AWARD OF A PROFESSIONAL SERVICE CONTRACT
PURSUANT TO THE FAIR AND OPEN PROCESS FOR A TAX
ATTORNEY**

WHEREAS, the Township of Bloomfield requires the services of a Tax Attorney and has advertised the need 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's Assessor 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, 2012; and

WHEREAS, O'Donnell McCord PC, 12 Mount Kemble Avenue, Morristown, NJ 06960 (hereinafter "Professional") has submitted the attached proposal offering to provide the service for the amount of \$150.00; and

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

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services.

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

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


Director of Law - Township Attorney

minimum payment is implied or guaranteed; and

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

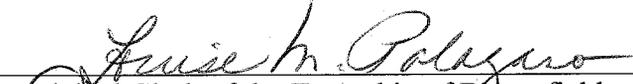
BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer;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

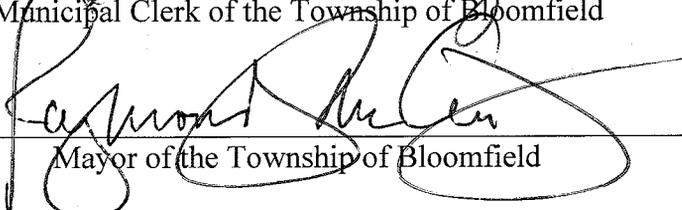
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

......*

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 06, 2012.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

<input checked="" type="checkbox"/> Vote Record - Resolution 1401			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted		Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended		Nicholas Joanow	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated		Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn		Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled		Peggy O'Boyle Dunigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Approved		Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus		Raymond McCarthy	<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						
<input type="checkbox"/> Discussed						

THIS CONTRACT, entered into this 1 day of JANUARY, 2012

BY AND BETWEEN

THE TOWNSHIP OF BLOOMFIELD, a Municipal Corporation of the State of New Jersey, with offices located at One Municipal Plaza, Bloomfield, New Jersey 07003-3470 (hereinafter "Bloomfield");

- and -

The firm of O'DONNELL MCCORD, P.C., with offices located at 15 Mount Kemble Avenue, Morristown, New Jersey 07960 (hereinafter referred to as the "Tax Attorney");

WITNESSETH:

WHEREAS, Bloomfield requires certain specialized legal services pertaining to tax appeal issues; and

WHEREAS, the Tax Attorney is willing to perform such services for the Township of Bloomfield.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. This Contract shall constitute a Professional Services Contract to the extent that the services involving legal representation for certain tax appeal issues as may be assigned to him or her and he or she shall do, perform and carry out in a satisfactory manner all such legal services.

2. The law firm of O'Donnell McCord, P.C. shall hereinafter be referred to in this Contract as the "Tax Attorney".

3. **SCOPE OF SERVICES.** The Tax Attorney agrees to perform all of the necessary services as required in connection with tax appeal issues and shall do, perform and carry out such services in a satisfactory and proper manner. The Tax Attorney services shall be deemed to be as those of an independent professional contractor under the Professional Services Contract with Bloomfield.

4. **COMPENSATION.** The Tax Attorney shall be compensated at the rate of One Hundred and Fifty Dollars (\$150.00) per hour for services performed. The Tax Attorney shall have the authority to delegate, from time to time, legal work to other attorneys within his or her firm and under his or her direction, to be compensated at the same rate. The Tax Attorney may also, from time to time delegate work to para-professionals and law clerks under his or her supervision and direction (which work is within their competence to perform), and such para-professionals and law clerks shall be compensated

at the rate of One Hundred Dollars (\$100.00) per hour. Those additional services for para-professionals and law clerks shall be included within invoices of the Tax Attorney. The Tax Attorney shall be reimbursed at cost for expenses incurred for duplication, filing fees, court reporters and other reasonable out-of-pocket expenses advanced and/or incurred by the Tax Attorney. The Tax Attorney shall be reimbursed for direct charges including disbursements that are actual expenses incurred by the Professional and/or his associated firm in connection with such legal services, and include, but are not limited to:

- (a) Telegrams, faxes and long distance (Out-of-State) telephone calls.
- (b) Payment of filing fees, review fees and similar charges.
- (c) Computer expenses including time and proprietary program charges.
- (d) Outside printing, reproduction, binding, collating and other graphic services.
- (e) Messenger service, postage and handling of drawing and specifications, reports, contracts and other bulky items.

The total compensation described herein shall not exceed the amount appropriated for Tax Attorney unless authorized by the Mayor or Bloomfield Council or for the performance of added emergent legal services for tax appeal issues. Consistent with current practice, monthly invoices shall be submitted detailing all of the services that are performed.

5. **TIME AND PERFORMANCE.** Services of the Tax Attorney under this Contract shall be performed for the period commencing January 1, 2012 and ending December 31, 2012. This Contract, however, shall be reviewed annually by the Township Council and modified to conform to the annual budget and such other changes as are agreed upon.

The billing for payment under this Contract shall be by the submission of vouchers stating specifically the hours of services rendered and a detailed description of the services performed. Payment shall be in accordance with the specified salary and approved vouchers and paid within thirty (30) days.

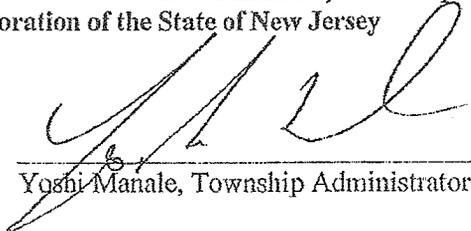
6. **TERMS AND CONDITIONS INCORPORATED HEREIN.** The Terms and Conditions attached hereto and made a part hereof, is incorporated into and made part of this Contract, except to the extent inconsistent with the terms and provisions herein, or any Bloomfield Ordinance, or any law of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the date first above written.

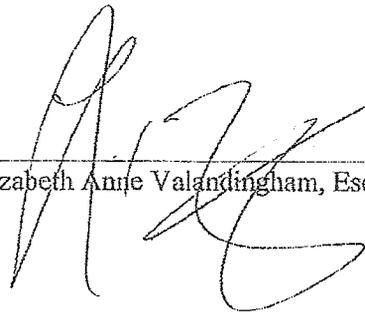
ATTEST:

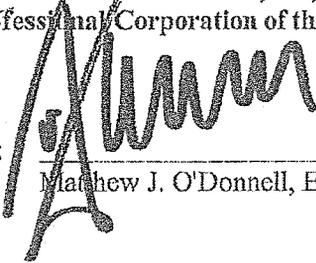
TOWNSHIP OF BLOOMFIELD, a Municipal Corporation of the State of New Jersey


Louise M. Palagano, Township Clerk

BY: 
Yoshi Manale, Township Administrator

O'DONNELL McCORD, PC, a New Jersey Professional Corporation of the State of New Jersey


Elizabeth Anne Valandingham, Esq., Witness

BY: 
Matthew J. O'Donnell, Esq.

ADDENDUM

Attachment 3

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 any 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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

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 targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: O'Donnell McCord, PC
SIGNATURE: [Handwritten Signature] PRINT NAME: Matthew J. O'Donnell
TITLE: President DATE: 12-5-11

TOWNSHIP OF BLOOMFIELD

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Township one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter):

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Bloomfield to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Township of Bloomfield during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: O'Donnell McCord, PC

SIGNATURE: [Signature] PRINT NAME: Matthew J. O'Donnell

TITLE: President DATE: 12-5-11

Certification 37018

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

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-JUN-2005 to 15-JUN-2012

O'DONNELL MC CORD, P.C.
15 MOUNT KEMBLE AVENUE
MORRISTOWN NJ 07960



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
Acting State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: O'DONNELL MCCORD, P.C.
Trade Name:
Address: 15 MOUNT KEMBLE AVE
MORRISTOWN, NJ 07960-8610
Certificate Number: 0478342
Effective Date: September 29, 1983
Date of Issuance: November 06, 2011

For Office Use Only:

20111106183501022

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: New Jersey

Location of Principal Office: 15 Mount Kimple, Manistowick, NJ 07960

Telephone No: (903) 535-1230 Federal I.D. No: 72-241-2283

Fax No: (903) 535-3301 E-Mail: mdonnell@cmhncpe.com

Name of agent in charge of said office upon whom notice may be legally served:

Matthew J. O'Donnell

Telephone No: (903) 535-1230 Name of Corporation: O'Donnell McLeod, PC

Signature: [Signature] By: Matthew J. O'Donnell

Title: President Address: 15 Mount Kimple

Manistowick, NJ 07960

**TOWNSHIP OF BLOOMFIELD
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR FAIR AND OPEN CONTRACTS**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that it has listed in the table below all reportable contributions as defined under N.J.S.A. 19:44A-3 that were made in the one year period preceding the solicitation notice that were made by the individual, firm, partnership, corporation or association of principals responding to this solicitation to any of the following named elected officials and committees listed.

<u>Elected Officials</u>
Mayor Raymond J. McCarthy
Councilman Bernard Hamilton
Councilwoman Janice Maly
Councilwoman Peggy O'Boyle-Dunigan
Councilman Michael J. Venezia
Councilman Nicholas Joanow
Councilman Robert Ruane

<u>Committees</u>
Bloomfield Democratic Committee
Election Fund of Janice Maly
The Ray McCarthy Election Fund
The Election Fund of Nicholas Joanow
Committee to Elect Robert M. Ruane
Margaret O'Boyle-Dunigan Election Fund
The Election Fund of Michael Venezia
The Committee to Elect the McCarthy Team
Friends in Support of Bernard Hamilton

Part II – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Business Entity:

Signed: _____ Title: Partner

Print Name: Matthew J. O'Donnell Date: 12-5-11

Subscribed and sworn before me this 5th day of December, 2011.

My Commission expires:



(Affiant)
Matthew J. O'Donnell, Partner
(Print name & title of affiant) (Corporate Seal)

ELIZABETH A. VALANDINGHAM
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/7/2014