



**Township Council**

1 Municipal Plaza  
Bloomfield, NJ 07003

**Louise M. Palagano**  
Municipal Clerk

<http://www.bloomfieldwpnj.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  
REDEVELOPMENT ATTORNEY**

**WHEREAS**, the Township of Bloomfield requires the services of a Redevelopment 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 Administrator has certified that the value of the service will exceed \$17,500; and

**WHEREAS**, the term of this contract is one year and will end December 31, 2012; and

**WHEREAS**, McManimon & Scotland, LLC, 1037 Raymond Boulevard, Suite 400, Newark, New Jersey 07102 has submitted the attached proposal indicating they will provide the services at a blended rate of \$185.00 per hour for attorneys and \$125 for paralegals; 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

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

*Brian J. Acosta*  
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

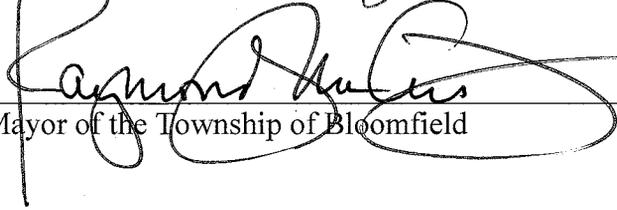
**BE IT FURTHER RESOLVED**, that the Professional's response to the request for Professional Services shall be placed on file with this resolution and a copy of the contract/retainer agreement entered into; and

**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

✓ <b>Vote Record - Resolution 1458</b>					
		<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input checked="" type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Peggy O'Boyle Dunigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Not Discussed	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled with No Vote	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Discussed					

## AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this <sup>15<sup>th</sup></sup> day of July, 2012 by and between the Township of Bloomfield, a public body corporate and politic of the State of New Jersey, herein designated as the "Client" and McMANIMON & SCOTLAND, L.L.C., Attorneys-at-Law with offices at 1037 Raymond Boulevard, Suite 400, Newark, New Jersey, hereinafter designated as "Special Counsel":

WITNESSETH:

### A. GENERAL SERVICES

1. The Client desires to engage Special Counsel for general legal services in connection with its various redevelopment projects (the "Redevelopment Projects").

2. Services rendered to the Client shall be billed at the blended hourly rate of \$185 for attorneys and \$125 for paralegals. In the event that Special Counsel is required to represent the Client in litigation/dispute resolution matters, the blended hourly rate shall be the same.

3. 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 \$275 for attorneys and \$140 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 B(3)(g).

### B. GENERAL PROVISIONS

1. Upon execution of this Agreement, the Client will be Special Counsel's client and an attorney-client relationship will exist between Client and Special Counsel. Special 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. Special 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. Special Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Special 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. Special Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Special Counsel. For various reasons, including the minimization of unnecessary storage expenses, Special Counsel reserves the right to dispose of any documents or other materials retained by Special Counsel after the termination of this Agreement.

3. Special 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 Special 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. Special 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 S121 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. Special Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

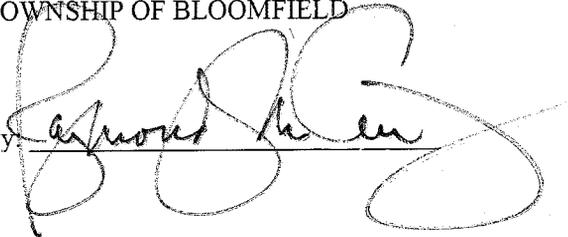
6. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

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 Special Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

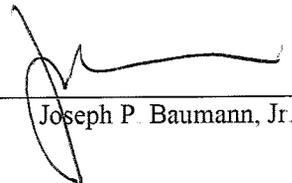
ATTEST:

  
Secretary

TOWNSHIP OF BLOOMFIELD

By: 

McMANIMON & SCOTLAND, L.L.C.

By:   
Joseph P. Baumann, Jr.

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:

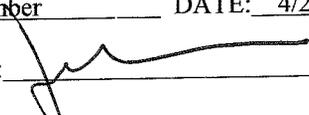
1. Letter of Federal Affirmative Action Plan Approval
2. **Certificate of Employee Information Report**
3. Employee Information Report Form AA302

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, L.L.C.

NAME OF OFFICIAL: Joseph P. Baumann, Jr. Esq.

TITLE: Member DATE: 4/24/12

SIGNATURE: 

08/18/04

Taxpayer Identification# 222-837-091/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

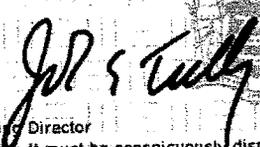
We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

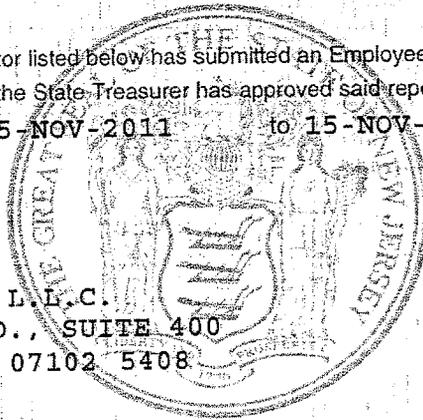
  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: <b>MCMANIMOM &amp; SCOTLAND, L.L.C.</b>	TRADE NAME:	
TAXPAYER IDENTIFICATION#: <b>222-837-091/000</b>	SEQUENCE NUMBER: <b>0075601</b>	
ADDRESS: <b>ONE RIVERFRONT PLZ 4TH FL NEWARK NJ 07102</b>	ISSUANCE DATE: <b>08/18/04</b>	
EFFECTIVE DATE: <b>01/03/88</b>	Acting Director 	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

# 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, L.L.C.  
1037 RAYMOND BOULEVARD., SUITE 400  
NEWARK NJ 07102 5408



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

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](http://www.jamisongroup.com)

NEW JERSEY  
NEW YORK  
PENNSYLVANIA

## CONFIRMATION OF PLACEMENT OF COVERAGE

NAMED INSURED AND ADDRESS	ACCOUNT NO.
McManimon & Scotland, L.L.C. 1037 Raymond Boulevard, Suite 400 Newark, NJ 07102-5408	MCMAN-1001

EFFECTIVE DATE	EXPIRATION DATE	POLICY NUMBER	INSURER
09-20-2011	09-20-2012	LWE2401249	Chicago Insurance Company (Fireman's Fund)
COVERAGE DESCRIPTION AND AMOUNT / LIMITS			
<b><u>LAWYERS PROFESSIONAL LIABILITY INSURANCE</u></b>			
Limit of Liability:	\$10,000,000 per claim / \$10,000,000 annual aggregate		
Deductible:	\$100,000 per claim		
Annual Premium:	\$119,263 which includes New Jersey PLIGA Surcharge		
Terms and Conditions:	As provided in our report to you dated August 22, 2011.		
We discussed our ability to obtain quotes for higher limits in our report. We understand the firm is not interested.			
Accepted by: 		Dated: 9/19/11	

BY

Joseph F. Bieniowski, Director

09/19/11  
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.

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

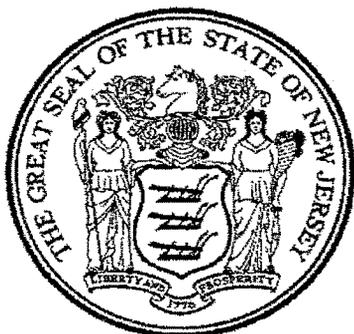
MCMANIMON & SCOTLAND, L.L.C.  
0600036776

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on March 13, 1997.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify the registered agent and registered office are:*

*John V. Cavaliere  
1037 Raymond Boulevard  
Suite 400  
Newark, 07102 5408*



Certificate Number: 115344600

Verify this certificate online at

[http://www1.state.nj.us/TYTR\\_StandingCert/ISP/Verify\\_Cert.jsp](http://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp)

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 22nd day of September, 2009*

*R. David Rousseau  
State Treasurer*