

Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 04/16/12 07:00 PM

2012 RESOLUTION AGREEMENTS

AUTHORIZING THE AWARD OF A CONTRACT FOR THIRD PARTY COLLECTION

WHEREAS, sealed bids were received by the Purchasing Committee of the Township of Bloomfield for a Third Party Collection Agency for the Township of Bloomfield in February 2012 in the Council Chambers of the Municipal Building, Bloomfield, New Jersey; and

WHEREAS, all bids were referred to the Township Administrator; and

WHEREAS, after due consideration to each of the bids submitted the contract be awarded to the Duncan Solutions, 633 W. Wisconsin Ave - Suite 1600, Milwaukee, WI; and

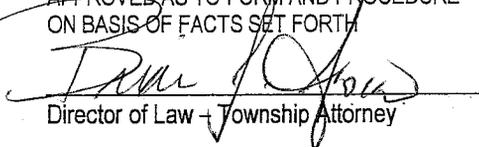
NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey that in accordance with the recommendation of the Township Administrator that the contract for the Third Party Collection Agency is hereby awarded to Duncan Solutions, 633 W. Wisconsin Ave - Suite 1600, Milwaukee, WI.

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

BE IT FURTHER RESOLVED, that all of terms contained in the Standardized Requirement 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

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


Director of Law + Township Attorney

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

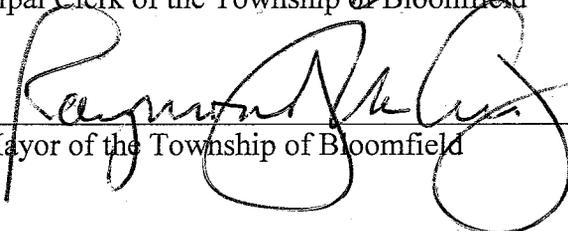
BE IT FURTHER RESOLVED, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

* * * * *

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 April 16, 2012.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

| ✓ Vote Record - Resolution 1679 | | | | | | | |
|--|-----------------------|--|-------------------------------------|--------------------------|--------------------------|--------|-------------------------------------|
| | | | 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 | | | | | | | |
| <input type="checkbox"/> Approved by Consensus | | | | | | | |
| <input type="checkbox"/> Not Discussed | | | | | | | |
| <input type="checkbox"/> Tabled with No Vote | | | | | | | |
| <input type="checkbox"/> Discussed | | | | | | | |
| <input type="checkbox"/> Veto by Mayor | | | | | | | |
| | Elias 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| | Michael Venezia | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| | Peggy O'Boyle Dunigan | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| | Bernard Hamilton | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input checked="" type="checkbox"/> |
| | Raymond McCarthy | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |

COLLECTIONS AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012 ("Agreement") by and between the Township of Bloomfield, a municipal corporation of the State of New Jersey with its principal offices located at 1 Municipal Plaza Bloomfield, New Jersey 07003 ("Township"), and Professional Account Management, LLC, a Wisconsin limited liability corporation, a subsidiary of Duncan Solutions, Inc., ("Contractor") with its corporate office at 633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin 53203. Township and Contractor may also be referred to herein individually as Party or together as Parties.

WITNESSETH THAT:

WHEREAS the Township, together with the Bloomfield Township Municipal Court ("Municipal Court"), in collaboration with the New Jersey Administrative Office of the Courts ("AOC"), the New Jersey State Supreme Court, and other program stakeholders, desires to effect the collection of certain debts owed to the Township and the Municipal Court in conformance with relevant laws and regulations; and

WHEREAS the Contractor possesses specialized qualifications, resources, and capabilities to effect the collection of such debts;

THEREFORE, it is hereby agreed between Township and Contractor that Contractor shall furnish all labor, materials, supplies, and equipment and perform all work called for in connection with the pursuant to specifications as hereinafter set forth.

IT IS AGREED AS FOLLOWS:

1. Related Documents.

It is agreed by and between the Township and the contractor that the following documents are made attachments to this Contract and form parts of this Agreement:

Attachment A. Resolution (ID # 1679) dated April 16, 2012 of the Township authorizing the award of the contract.

Attachment B. Relevant laws, procedures and guidelines established by the New Jersey Legislature, Supreme Court, and Administrative Office of the Courts (AOC)

Attachment C. Form of RFP Bid.

Attachment D. RFP specifications.

Attachment E. Contractor's proposal and acknowledgment of addenda and clarifications.

Attachment F. Non-Collusion Affidavit

Attachment G. Questionnaire on Procurement and Service Contracts.

Attachment H. Affirmative Action Affidavit

Attachment I. Certificate of Authority

Attachment J. Statement of Corporate Ownership

Attachment K. Equipment Certification

Attachment L. Bidders Questionnaire

Attachment M. Certificate of Employee Information Report

Attachment N. Business Registration Certificate.

2. Term of Contract.

Contract shall commence upon receipt of formal written approval from the AOC approving this fully executed Agreement ("Commencement Date") and shall expire five (5) years from the Commencement Date. Contract may be extended by mutual agreement of the Parties for two (2) extension terms of up to three (3) years each.

3. Termination of Contract.

3.1 Termination for Cause. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Township shall, thereupon, have the right to demand a plan within ten (10) business days of written notice to cure such violations. If this plan to cure is thereafter deemed unsatisfactory or fails to be executed, the Township may terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) business days before the effective date of such termination.

3.2 Termination for Convenience. This Agreement may be terminated by either party with thirty (30) days written notice during the term of this Agreement for any reason or without reason. All terms, including those related to compensation, are binding upon both parties up to and including the effective date of termination.

4. Mandatory Language.

Township and Contractor further agree to incorporate into this Contract the mandatory language of subsection 7.4(a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of subsection 7.4(a) and (b).

5. General Contractor Performance.

5.1 Agreement to Collect. Contractor agrees to provide debt collection services to Township in compliance with all applicable laws, regulations, licensing requirements and bonding requirements. Debt shall be defined under this Agreement as "any and all delinquent fees, fines, costs, surcharges, and other penalties or assessments imposed, after a final determination of guilt, by a municipal court, relating to criminal, traffic and parking cases.

5.2 Adherence to ACA Code. Contractor will abide by the standards set by the American Collectors Association, Inc. (ACA), which includes the ACA Code of Ethics and the ACA Code of Operations.

5.3 Insurance and Bond Coverage. Contractor will maintain at least the minimum level of insurance and/or bond coverage required by the ACA and state law in all jurisdictions in which it is engaging in collection activity to collect Debts placed with it by the Township.

5.4 Licenses and Certificates of Authority. Contractor will maintain all licenses and certificates of authority required by law in each state in which it is engaging in regulated collection activity with regard to Debts placed with it by Township.

5.5 Methods of Debt Collection. Contractor shall use only ordinary and reasonable collection efforts as permitted by law and shall comply at all times with the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA) and all other applicable state, federal and local laws and regulations.

6. Specific Contractor Performance

6.1 General.

1. The Contractor shall comply with all applicable federal, state and local laws and New Jersey court rules, including, but not limited to, the Federal Fair Debt Collection Practices Act, 15, U.S.C.A. §§1692 – 1692p.
2. The Contractor shall ensure the confidentiality of all records received from the AOC or the Municipal Court. These records are the property of the Judiciary and may not be used by the Contractor for any other purpose.
3. The Contractor shall allow employees of the Municipal Court and the AOC secure access to Municipal Court collection accounts on the Contractor's computer systems.
4. The Contractor shall provide to the Municipal Court all manuals, handbooks and documentation for the specified system services and websites. The Contractor shall also be required to provide accessories and supplies as may be necessary.
5. All system services and websites developed in response to these regulations shall be available for demonstration at the Municipal Court prior to the start of debt collection.
6. The Contractor shall institute collection activities in accordance with these regulations on all debts received from the Municipal Court.
7. The Contractor or any of its employees may not be a creditor, an officer or an employee of the Municipality or County that contracts with the Contractor.
8. The Contractor and its personnel may not, in any way, represent themselves as employees of the Municipality, County, State, Municipal Court or the New Jersey Judiciary.
9. The Contractor shall be responsible for training its staff in the relevant law governing collection agencies, the due process remedies available to debtors, and these procedures and guidelines, so that its staff can converse knowledgeably with debtors about their accounts.
10. Upon learning that a debtor is deceased, the Contractor shall notify the Municipal Court and shall immediately cease all collection efforts with respect to that debtor.
11. The Contractor shall complete and submit to the Municipal Court a civil judgment form for every case returned uncollected.
12. The Contractor may not undertake any litigation in regard to its collection activities under its contract with the Municipality or County.
13. The Contractor shall accept electronic files from the AOC on behalf of the Municipal Court or reports from the Municipal Court identifying cases selected for collection. The Contractor shall be responsible for converting AOC supplied information or report data from the Municipal Court to the Contractor's computer system.

14. The Contractor shall instruct the debtor to make all payments, including the administrative fee, directly to the Municipal Court.
15. The Contractor shall maintain individual records by the debtor's name, driver's license number and social security number, where available. Records shall contain notations for both correspondence and telephone contact. Correspondence shall be stored electronically and the Municipal Court shall have secure access to the correspondence.
16. The Contractor shall have the ability to obtain the most recent addresses of persons who owe money from outstanding time payment orders. These Debts shall be sent to the Contractor for collection services. New address information obtained by the Contractor shall be made available to the Municipal Court.
17. The Contractor shall retain appropriate records of all payments and case status information reported by the Municipal Court in order to provide a clear audit trail for the Municipal Court and to settle disputes that may arise from processing and collection activities.
18. The Contractor shall discontinue all collection activities immediately upon notification that the debtor's account is paid in full.
19. Termination or suspension of the Agreement shall be done in accordance with the provisions contained in Section 3 of this Agreement.
20. Upon termination or suspension of the contract, the Contractor shall provide the AOC with a timely report of the final status of all current collection cases.

6.2 Subcontractors.

1. The Contractor may contract with a third party subcontractor to perform collection services under this Agreement.
2. Subcontracting of any work by the Contractor shall not relieve the Contractor of its full obligations under the Agreement. The Contractor shall notify and receive the approval of the municipality or county before hiring any subcontractor for work specified in the contract.
3. The subcontractor shall comply with all applicable federal, state and local laws, New Jersey court rules and procedures, including, but not limited to, the Federal Fair Debt Collection Practices Act, 15 U.S.C.A. §§ 1692 – 1692p. as applicable to the Agreement .
4. The subcontractor or any of its employees may not be a creditor, an officer or an employee of the Municipality or County that has contracted with the Contractor.

6.3 Reporting.

1. The Contractor shall forward to the Municipal Court on a timely basis all statistical data requested by the Municipal Court in any reasonable format required. The Municipal Court shall have the right to prescribe forms or electronic files that the Contractor shall use to report collection and status of accounts. Minimum reporting requirements are as follows:
 - a. A list in last name sequence of all open accounts indicating the status of those accounts. The report shall also indicate the Contractor's efforts and results for obtaining address information.
 - b. A list in last name sequence of all payment information transmitted by the Municipal Court to the Contractor since the previous report.

- c. A list of accounts against which collection efforts have begun, including recommended actions to be taken regarding problem collection accounts.
2. The Contractor shall provide all reports as required by the Agreement in accordance with the agreed upon schedule for providing each, as follows:
 - a. Monthly/Quarterly Reports: To be provided within ten (10) business days of end of month/quarter
 - b. Annual Reports (conforming to Fiscal Year schedule ending June 30): To be provided within thirty (30) calendar days of end of Fiscal Year
 - c. Ad hoc reporting: To be provided within seven (7) calendar days or as mutually agreed by Parties
3. The Contractor shall provide revenue estimates for annual budget purposes, as requested by the Municipal Court.
4. The Contractor shall instruct debtors to notify it of any address or name changes. The Contractor shall note these changes in its file, in addition to maintaining the name and address given by the Municipal Court. The Contractor shall promptly notify the Municipal Court of any name or address changes of which it becomes aware.
5. The Contractor will report information regarding debts placed with it for collection in accordance with this Agreement to the following Consumer Reporting Agencies: Equifax, Experian and Trans Union. Contractor agrees to comply with the Fair Credit Reporting Act (FCRA) and all applicable state and federal laws in making such reports. In addition, Contractor shall report uncollected debt to an independent credit reporting agency only when the following conditions are satisfied:
 - a. Contractor has submitted a list of accounts which are nominated for submission to an independent credit reporting agency, which shall occur on a periodic basis no less frequently than semi-annually.
 - b. The Township has authorized in writing which accounts are approved for reporting to an independent credit reporting agency.
6. If the Contractor has reported an uncollected debt to an independent credit reporting agency, upon satisfaction of the debt, the Contractor shall immediately notify the independent credit reporting agency of the satisfaction.

6.4 Insurance.

1. Refer to Section 10 of this Agreement.

6.5 Access to Judiciary Data.

1. The Administrative Director of the Courts may immediately suspend without notice the Contractor's access to Judiciary computer systems if any of the Contractor's practices pose a threat to or compromise the security or data integrity of ATS/ACS, any of its components or any of the public and quasipublic agencies that exchange automated information with ATS/ACS.

6.6 Services and Operations.

1. In executing their obligations under this Agreement, both Parties will utilize and follow certain standards, templates, scripts, and formats, including but not limited to reporting formats, communication scripts, documentation processes, and other operational functions. These procedures must conform at all times with the laws, procedures, and guidelines established by the New Jersey Legislature, the New Jersey Supreme Court, and the New Jersey Administrative Office of the Courts (AOC). An example of a specific

operational procedure that would be subject to conformance with these laws, procedures, and guidelines is documented in Exhibit A, Sample Phone Scripts. Such operational functions may be altered during the course of the Agreement by mutual consent between the Parties subject to the ongoing conformance with relevant laws, procedures, and guidelines.

7. Township Performance

7.1 Authority to Collect. Township hereby authorizes Contractor to use any and all legal means to collect the Debts placed with Contractor by Township.

7.2 Ownership of Debts. The Township shall maintain ownership of all Debts placed with Contractor for collection under this Agreement. Township maintains legal rights and title to these accounts unless other arrangements are made in writing between the Parties.

7.4 Township's Duty to Provide Information. The Township agrees to provide the Contractor with all information it has obtained regarding each Debt placed under this Agreement. It is the obligation of the Township to provide the Contractor with any information it has regarding the bankruptcy, death, legal disability or other defenses (including a statute of limitations defense) which may prohibit or delay the collection of the Debt or in anyway impact the ability of the Contractor to collect the Debt.

7.5 Township Warranties. Township warrants that the Debts placed with Contractor have been reviewed by Township prior to transfer to the Contractor in accordance with this Agreement and that the balances reported to Contractor are correct, that all obligors on the Debts have been disclosed and that all disputes and defenses of debtors have been reported to Contractor to the best of Township's knowledge.

7.6 Notice of Dispute. The Township shall inform the Contractor in writing, or by such other means as the parties may expressly agree from time to time, of any Debts subject to this Agreement that have been disputed. Disputes under this provision include both oral and written indications or statements by the debtor or any third party that the Debt is in dispute, and includes but is not limited to a request for validation of the Debt. If such dispute is made in writing, Township shall also notify Contractor of the date of the writing and provide Contractor with the original dispute or a copy thereof.

7.7 Township's Continuing Duty. Township has a continuing obligation to provide Contractor with the information required in paragraph 6.6 of this Agreement during the time such Debt is placed with Contractor for collection as well as any time that the Contractor is furnishing information to a credit reporting Contractor about the Debt.

7.8 Authorization to Investigate. Township expressly authorizes Contractor to perform investigatory services in relation to the ordinary debt collection activities it performs for Township.

8. Other Provisions.

During the performance of this Agreement, the Contractor agrees as follows:

8.1. 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, or sex. 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 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 Equal Employment Opportunity Officer setting forth provisions of this nondiscrimination clause.

8.2 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 or sex.

8.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8.4 The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

8.5 The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations 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 section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

8.6 The Contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discrimination.

8.7 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 or sex, 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.

8.8 The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated under the Americans With Disabilities Act of 1990, 42 U.S.C. S121 01 et seq.

9. Indemnification Agreement.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless Township, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, if actual. Without affecting the rights of Township under any provision of this Agreement or this section, Contractor shall not be required to indemnify and hold harmless Township as set forth above for liability attributable to the sole fault of Township, provided such sole fault is determined by agreement between the parties of the findings of a court of competent jurisdiction. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity directly involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms

of this section. Failure of Township to monitor compliance with these requirements imposes no additional obligations on Township and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Township as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or section.

10. Insurance Requirements.

The successful Contractor(s) will maintain in force, during the full term of the Agreement, insurance as follows:

- a. Comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, products and complete operations coverage's.
- b. Comprehensive automobile liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit bodily injury and property damage, including coverage for owned, non-owned and hired auto coverage's as applicable.
- c. Blank fidelity bond covering all officers and employees, with a minimum limit of \$1,000,000 including the Township as loss payee as its interests may appear.
- d. Workers' compensation statutory limits. Comprehensive general liability and comprehensive automobile liability insurance policies shall be endorsed to provide as additional insured the Township and its officers and employees. All policies shall be endorsed to provide thirty (30) calendar days advanced written notice to the Township of cancellation, non-renewal or reduction in coverage. The certificates of insurance and additional insured endorsements are to be provided prior to the Commencement Date.

11. Fees and Remuneration.

11.1 Contingency Fee. The cost of the collection services described in this Agreement shall be based upon a contingency fee. A Debt placed for collection with Contractor shall be subject to a collection fee of **22%** of the unpaid balance for accounts placed with the Contractor.

12. Notice.

Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered, (a) two (2) business days after deposit in the U.S. Mail, with proper postage prepaid, certified return receipt requested; or (b) one (1) business day after delivery to a reputable overnight delivery service; or (c) upon delivery by courier or in person to the following addresses:

If To Township: Yoshi Manale
Township Administrator1 Municipal Plaza
Bloomfield, New Jersey 07003
e-mail: ymanale@bloomfieldtwpnj.com
facsimile: 973-680-0134

with copy to:
Louise M. Palagano, MPA, RMC, CMC
Municipal Clerk
1 Municipal Plaza
Bloomfield, NJ 07003
Facsimile: 973-680-0048

If to Contractor: Professional Account Management LLC
Attention: Contracts Department
633 W. Wisconsin Avenue, Suite 1600
Milwaukee, WI 53203
email: contracts@DuncanSolutions.com
facsimile: (866) 449-7575

13. Governing Law.

13.1 Applicable Law. This Agreement is made pursuant to the laws of the State of New Jersey and shall be construed in accordance with those laws.

13.2 This Agreement is made pursuant to the procedures and guidelines established by the New Jersey Supreme Courts and the State's Administrative Office of the Courts subsequent to the adoption of state law (L. 2009, c. 233) on January 16, 2010 as well as rules and procedures adopted by the Supreme Court issued March 31, 2011 (Supreme Court Procedures Governing the Private Collection of Municipal Court Debt Under L. 2009, c. 233).

14. Miscellaneous Provisions.

14.1 Modification. This Agreement may be modified only by mutually agreed written instrument signed by duly authorized representatives of both Parties, which shall be subject to approval by the Administrative Office of the Courts.

14.2 Nonwaiver. The failure of either Party to insist, in any one or more instances, upon the performance of this Agreement, or the failure to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant, conditions, rights, or privileges, but the same shall continue and remain in full force and effect.

14.3 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each part signed by less than all, but together signed by all the Parties hereto.

14.4 Authorization. Those signing below warrant that they are representatives of the Parties and are authorized to enter into this Agreement, and are acting pursuant to a resolution of their respective Board of Directors, if such resolution is required, prior to entering into such Agreement.

15. It is agreed that the acceptance of the final payment by the Contractor shall be considered as a release in full of any and all claims against the Township or the governing body of the Township out of or by reason of the work done and materials furnished under this Agreement.

16. This Agreement is in compliance with N.J.S.A. 19:44A-20.4 regarding Pay to Play in that the Contractor has certified having made no reportable campaign contributions in excess of reportable limits for the twelve (12) calendar months preceding this Agreement nor will the Contractor make such contributions otherwise prohibited for the twelve (12) calendar months succeeding the Agreement.

17. Contractor is not on any federal or state debarred or disqualified list of vendors.

18. This Agreement is binding upon the Parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day first written above.

THE TOWNSHIP OF BLOOMFIELD, NEW JERSEY

Signature Ted M. Ehrenburg
Printed Name Ted M. Ehrenburg
Title Township Administrator
Date 3/11/13

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

Signature Norman Brooks
Printed Name Norman Brooks
Title CFO
Date 3/20/13

Attachment A

Resolution ID # 1679 dated April 16, 2012 of the Township authorizing the award of the contract

Attachment B

Relevant laws, procedures and guidelines established by the New Jersey Legislature, Supreme Court, and Administrative Office of the Courts (AOC)

Attachment C

Form of RFP Bid

Attachment E

Contractor's Proposal and Acknowledgment of Addenda and Clarifications

Attachment F

Non-Collusion Affidavit

Attachment G

Questionnaire on Procurement and Service Contracts

Attachment M

Certificate of Employee Information Report

