

RESOLUTION NO. 2024-24

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS FOR VARIOUS PROFESSIONAL SERVICES IN ACCORDANCE WITH PROPOSALS RECEIVED IN A FAIR AND OPEN PROCESS.

WHEREAS, the City of Vineland has advertised for proposals/qualifications (COV RFP #2023-43) for the following Professional Services: Occupational Health Services, Auditing Services, Financial Advisor, Municipal Bond Counsel, Planning Services, Associate Solicitor, Part Time Municipal Court Prosecutors (1 or 2), PT Municipal Court Public Defender, PT Alternate Municipal Court Public Defender, Affordable Housing Attorney, Bankruptcy Attorney, Environmental Attorney, Labor Attorney, Legal Services – Energy Capacity and FERC Support, Municipal Foreclosure, Professional Labor Relations Specialist, Public Power Attorney, Tax Attorney, Workers Compensation Attorney; and

WHEREAS, the Requests were published in the City’s official newspaper and the City’s website; and

WHEREAS, proposals were received and opened on November 21, 2023 and December 22, 2023 by the Qualified Purchasing Agent and referred to the City Solicitor, Business Administrator, Chief Financial Officer and for evaluation and recommendation; and

WHEREAS, it has been recommended that a Professional Services Agreement for the required services be awarded based upon the history with the City in its representation and based upon and in accordance with the proposal submitted and received, pursuant to a fair and open process to the following Professionals:

1. OCCUPATIONAL HEALTH SERVICES: Premier Orthopedic Associates of Southern New Jersey, Vineland, New Jersey
2. AUDITING SERVICES: Ford-Scott & Associates, Ocean City, New Jersey
3. FINANCIAL ADVISOR: Phoenix Advisors, Bordentown, New Jersey
4. MUNICIPAL BOND COUNSEL: McManimon, Scotland and Baumann, LLC, Roseland, New Jersey
5. PLANNING SERVICES: Clarke Canton Hintz, Trenton, New Jersey
6. ASSOCIATE SOLICITOR: Jeffery N. Medio, Esq., Vineland, New Jersey
7. CHIEF PART TIME MUNICIPAL COURT PROSECUTOR: Thomas M. Corrigan, Esq., Bridgeton, New Jersey
8. PART TIME MUNICIPAL COURT PROSECUTOR: Damon G. Tyner, Esq. LLC, Egg Harbor Township, New Jersey
9. PT MUNICIPAL COURT PUBLIC DEFENDER: Beth White, Esq., Vineland, New Jersey
10. PT ALTERNATE MUNICIPAL COURT PUBLIC DEFENDER: Testa Law Firm, Vineland, New Jersey
11. AFFORDABLE HOUSING/COAH ATTORNEY: Surenian, Edwards, Buzak and Nolan, LLC, Point Pleasant Beach, New Jersey
12. BANKRUPTCY ATTORNEY SERVICES: Medio Law Firm, Vineland, New Jersey
13. ENVIRONMENTAL ATTORNEY SERVICES: DeCotiis, FitzPatrick, Cole and Giblin, LLP, Paramus, New Jersey
14. LABOR ATTORNEY SERVICES: Barker, Gelfand, James and Sarvas, Linwood, New Jersey

15. LEGAL SERVICES – ENERGY CAPACITY AND FERC SUPPORT SERVICES: DeCotiis, FitzPatrick, Cole and Giblin, LLP, Paramus, New Jersey
16. MUNICIPAL FORECLOSURE ATTORNEY: Damon G. Tyner, Esq., Egg Harbor Township, New Jersey
17. PROFESSIONAL LABOR RELATIONS SPECIALIST: Laramie Public Affairs, LLC, Deptford, New Jersey
18. PUBLIC POWER ATTORNEY: Decotiis, FitzPatrick, Cole and Giblin, LLP, Paramus, New Jersey
19. TAX ATTORNEY: Testa Law Firm, Vineland, New Jersey and Damon G. Tyner, Esq., Egg Harbor Township, New Jersey
20. WORKERS COMPENSATION ATTORNEY SERVICES: Eli B. Kuhnreich, Esq., Vineland, New Jersey

WHEREAS the Professional Services Agreements are awarded based upon the proposals submitted and opened on November 21, 2023 and December 22, 2023, which are incorporated herein as if set forth herein at length, copies of which are kept in the Office of the Qualified Purchasing Agent, for a contract period of February 1, 2024 through January 31, 2025; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that the Mayor and Clerk are authorized to execute Agreements for Professional Services as listed herein after, based upon the proposals received, pursuant to a fair and open process, at the rates as set forth in said proposals, for a contract period of February 1, 2024 through January 31, 2025.

1. OCCUPATIONAL HEALTH SERVICES: Premier Orthopedic Associates of Southern New Jersey, Vineland, New Jersey
2. AUDITING SERVICES: Ford-Scott & Associates, Ocean City, New Jersey
3. FINANCIAL ADVISOR: Phoenix Advisors, Bordentown, New Jersey
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18. PUBLIC POWER ATTORNEY: Decotiis, FitzPatrick, Cole and Giblin, LLP, Paramus, New Jersey
19. TAX ATTORNEY: Testa Law Firm, Vineland, New Jersey and Damon G. Tyner, Esq., Egg Harbor Township, New Jersey
20. WORKERS COMPENSATION ATTORNEY SERVICES: Eli B. Kuhnreich, Esq., Vineland, New Jersey

Adopted:

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President of Council

ATTEST:

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City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS  
UNDER 40A:11-5 EXCEPTIONS  
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

1/8/2024

(DATE)

1. Service (detailed description): Occupational Health Services

2. Amount to be Awarded: \$ see bid for services and prices

- Encumber Total Award  
 Encumber by Supplemental Release

3. Amount Budgeted: \$ \_\_\_\_\_

4. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_

5. \*\*Account Number to be Charged: \_\_\_\_\_

6. Contract Period: 2024

7. Date To Be Awarded: asap

8. Recommended Vendor and Address: Premier Orthopaedic Assoc

9. Justification for Vendor Recommendation:(attach additional information for Council review)  
Only bidder, long term relationship with vendor who has handled workmans comp  
for over 20 yrs with City.

- Non-Fair & Open (Pay-to-Play documents required)  
 Fair & Open: How was RFP advertised? \_\_\_\_\_

10. Evaluation Performed by: Bob Dickerson

11. Approved by: [Signature]

12. Attachments:

- Awarding Proposal  
 Other: \_\_\_\_\_

- Send copies to:  
Purchasing Division  
Business Administration

**\*\* If more than one account #, provide break down**

has provided services to the City of Vineland. Premier plays a crucial role in keeping the expenses associated with work-related injuries to a minimum through quality healthcare services, comprehensive case management, and timely return to work decisions along with excellent surgical outcomes.

**Statement of No Conflict of Interest:**

Premier Orthopaedic and Sports Medicine Associates warrants there is no conflict of interest whereby said contract should not be awarded. Premier Orthopaedic and Sports Medicine Associates further affirms that no owner, employee or representative of the practice has engaged in any conduct of collusion as a means to enter into contract.

**Cost of Professional Services:**

**POST-OFFER BASIC PHYSICAL EXAMINATION**

**NO BLOOD WORK REQUIRED**

Physical examination, height, weight, vital signs, urine drug screen, tuberculosis screening, tetanus vaccination, audiology examination, complete past-current-occupational injury/medical history-

**\$ 150**

**POST-OFFER BASIC PHYSICAL EXAMINATION**

**BLOOD WORK REQUIRED**

Physical examination, height, weight, vital signs, required blood work, urine drug screen, tuberculosis screening, tetanus vaccination, audiology examination, complete past-current-occupational injury/medical history-

**\$ 200**

**RESPIRATOR CLEARANCE EXAMINATION**

Physical examination, height, weight, vital signs, complete past-current-work/occupational injury/medical history, complete pulmonary function screening, chest x-ray with interpretation, review of fit test evaluation-

**\$ 150**

**HAZARDOUS MATERIAL PHYSICAL EXAMINATION**

Physical examination, height, weight, vital signs, required blood work, urine drug screen, tuberculosis screening, tetanus vaccination, audiology examination, complete past-current-work occupational injury/medical history, urinalysis, chest x-ray with B-reader interpretation, EKG, complete pulmonary function screening-

**\$ 350**

**FIREFIGHTER AND EMERGENCY MEDICAL TECHNICIAN PHYSICAL EXAMINATION**

Physical examination, height, weight, vital signs, required blood work, urine drug screen, tuberculosis screening, tetanus vaccination, audiology examination, urinalysis, chest x-ray with interpretation, complete pulmonary function screening complete past-current-occupational injury/medical history

**\$ 350**

**POLICE OFFICER AND POLICE DISPATCH PHYSICAL EXAMINATION**

Physical examination, height, weight, vital signs, required blood work, urine drug screen, tuberculosis screening, complete past-current-occupational injury/medical history, urinalysis, EKG

**\$ 300**

**Additional fee if meets requirements for stress test**

**PROPHYLAXIS ANTIBIOTIC COCKTAIL**

For exposure to blood borne pathogens, to be determined by examining physician, pricing will be submitted and approved prior to administration-

**MARKET PRICE**

**EMERGENCY MEDICAL TECHNICIAN PHYSICAL EXAMINATION**

Physical examination, required blood work, urine drug screen, tuberculosis screening, tetanus vaccination, audiology examination, urinalysis, chest x-ray with/interpretation, pulmonary function screening, complete past & current occupational injury/medical history, Hepatitis B vaccination series if necessary or Hepatitis B titer and booster,

**\$ 350**

Rubella/ Rubeloa/ Varicella Zoeste titer and vaccines if applicable ADDITIONAL 100

**COMMUNITY NURSING PHYSICAL EXAMINATION**

Physical examination, required blood work, urine drug screen, tuberculosis screening, tetanus vaccination, audiology examination, complete past & current occupational injury/medical history, Hepatitis B vaccination series if necessary or Hepatitis B titer and booster,

**\$ 300**

Rubella/ Rubeloa/ Varicella Zoeste titer and vaccines if applicable ADDITIONAL 100

**DOT/CDL PHYSICAL EXAMINATION**

Physical examination, height, weight, vital signs, audiology examination, vision, urinalysis, complete past-current-occupational injury/medical history, issue of medical card-

**\$ 100**

**DOT AND NON-DOT DRUG SCREENING**

Drug screening with review by certified medical review officer-

**\$ 45**

**DOT AND NON-DOT BREATH ALCOHOL TESTING**

Breath alcohol testing by level "C" and level "D" certified breath alcohol technicians-

§ 20

**HEPATITIS VACCINATION**

Series of three injections, based on current availability-

§ 85 per injection, \$ 255 Series

**BASELINE OR ANNUAL AUDIOGRAM TESTING**

Baseline or annual testing, review of any abnormal tests-

§ 25

Please note the cost of professional services for the treatment of work-related injuries inclusive to radiology services, bloodborne pathogen post-exposure examination, HIV screening, Hepatitis B screening, Hepatitis C screening, Hepatitis B vaccinations, pregnancy tests, liver profiles, tetanus vaccinations, professional counseling, prophylaxis medications, and professional counseling are subject to the rate of reimbursement designated by the City of Vineland's insurance carrier and the contracted PPO. Premier Orthopaedic Associates Occupational Medicine Division, invoices at the "usual and customary rates" (UCR) and accepts reimbursement as payment in full for billed services.

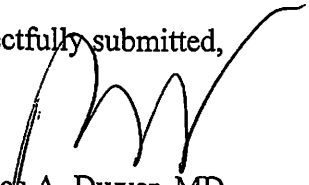
Premier Orthopaedic and Sports Medicine Associates will act as the official designated collection site for the City of Vineland drug screening and breath alcohol testing programs. Adam Zucconi Do, a Certified Medical Review Officer, will provide MRO service to the City of Vineland. Premier Orthopaedic and Sports Medicine Associates intends to utilize Alere Laboratory as the official designated NIDA laboratory for the City of Vineland drug testing program. Premier Orthopaedic and Sports Medicine Associates uses the Drager 6820 plus breath alcohol-testing device Level "C" and Level "D" certified breath alcohol instructors and technicians would perform the breath alcohol testing.



Premier Orthopaedic and Sports Medicine Associates is a direct medical referral facility for all City of Vineland medical or workers' compensation needs. Premier physicians are board certified and extensively trained and experienced in the field of workers compensation injuries. City of Vineland employees will receive the finest, most up to date treatment that is available. Your employees will be treated and cared for compassionately and professionally.

If the City of Vineland has any questions or comments, please do not hesitate to contact us. Premier Orthopaedic Associates desires to continue to be the Omni-source provider for the City of Vineland. Please contact Premier Orthopaedic Associates at (856) 690-1612 with any questions or comments so we can assist you further.

Respectfully submitted,



Thomas A. Dwyer, MD  
President/Chief Executive Officer

cc: Fred McAlpin, DO  
John B. Catalano, MD  
Richard C. DiVerniero, MD  
Kimberly Y. Smith-Martin, MD  
Rauhl Shah, MD  
Peter Sarkos, DO  
Eddie Wu, DO  
Andrew Mostello, DO  
Chiara Mariani, MD  
Vincent Disabella, DO  
Adam Zucconi DO  
Chris Brenner PA-C, MHS  
Ian Gray, PA-C, MHS  
Danielle Leech, PA-C, MHS  
Jayme White, PA-C



**BID EVALUATION FORM**

DEPARTMENT Finance Date: 01/05/2024

The undersigned recommends that a contract be awarded for the following:

- 1. Bid Title: Professional Services-Auditor
- 2. Amount to be Awarded: 89,500
  - Encumber Total Award
  - Encumber by Supplemental Release
- 3. Engineer's Estimate: \_\_\_\_\_
- 4. Amount Budget: \$ 89,500
- 5. Account Number to be Charged: Various
- 6. Date Bids Received: 11/21/2023
- 7. Date to be Awarded: 01/23/2024
- 8. Recommended Vendor: Ford Scott & Associates
- 9. Is Recommended Vendor the Apparent Lowest Bidder?  Yes  No
- 10. Comments/Special Instructions:
- 11. Evaluation Performed by: Susan Baldosaro
- 12. Approved By: Susan M. Baldosaro

13. Attached: (Check-Off List)

- Tabulation of Bids
- Justification for Vendor Recommendation (if applicable)
- Evaluation Data (if applicable)

**Send copies to:**  
Purchasing Department  
Business Administration

## FEE SCHEDULE

The following is a schedule of compensation rates for work to be performed in calendar year 2024 according to staff position:

	<u>HOURLY RATE</u>
Partners	\$175.00 to \$250.00
Managers	\$120.00 to \$150.00
Supervisors	\$100.00 to \$120.00
Senior Accountants	\$80.00 to \$100.00
Staff Accountants	\$70.00 to \$90.00
Assistants	\$50.00 to \$80.00

Our fees are on a "not to exceed" basis, and is based on the number of hours estimated to perform the engagement. As indicated previously, we anticipate the following staff levels to be assigned to this engagement:

- Partner - 2
- Manager - 1
- Senior Accountant - 1
- Additional staff to be assigned as needed to meet the requirements of the engagement

The proposed fee for the audit of the City of Vineland for the year ended December 31, 2023 is \$87,000.

The proposed fee for the review of the financial statements of the Length of Service Awards Program for the year ended December 31, 2023 is \$1,500.

The proposed fee for the audit of the Vineland Public Library for the year ended December 31, 2023 is \$9,000.

At the time of preparation of this proposal, we do not anticipate potential audit problems. If a matter should arise during the course of our fieldwork, we will discuss the issue with City management. In the event that it is determined that further audit fieldwork or other special procedures are required to be performed that are outside of the scope of our audit engagement, we will request a separate engagement letter to confirm the work to be performed by us.



**BID EVALUATION FORM**

**DEPARTMENT** Finance **Date:** 01/05/2024

The undersigned recommends that a contract be awarded for the following:

- 1. Bid Title: Professional Services - Financial Advisor
- 2. Amount to be Awarded: Per Cost Proposal
  - Encumber Total Award
  - Encumber by Supplemental Release
- 3. Engineer's Estimate: \_\_\_\_\_
- 4. Amount Budget: \$ Various
- 5. Account Number to be Charged: Various
- 6. Date Bids Received: 11/21/2023
- 7. Date to be Awarded: 01/23/2024
- 8. Recommended Vendor: Phoenix Advisors
- 9. Is Recommended Vendor the Apparent Lowest Bidder?  Yes  No
- 10. Comments/Special Instructions:
- 11. Evaluation Performed by: Susan Baldosaro
- 12. Approved By: Susan M. Baldosro

13. Attached: (Check-Off List)

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- Justification for Vendor Recommendation (if applicable)
- Evaluation Data (if applicable)

**Send copies to:**  
Purchasing Department  
Business Administration



**G. Proposed cost of the service(s) or activities, including the hourly rate of individuals who will perform the services or activities. The proposed cost should include:**

- a. Meetings.
- b. Site visits and expenses.
- c. Expenses for travel, postage and telephone excluded from the hourly rate.
- d. Additional services defined beyond the scope of regular services.

## **COMPENSATION**

Phoenix Advisors' non-hourly compensation is all-inclusive – we do not charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. We are always available to answer conceptual questions and discuss market conditions and strategies for potential projects. When you request specific services (per below), you will receive a separate engagement letter detailing compensation and the Scope of Services to be provided.

### **PROPOSED FEES FOR SERVICES (per transaction, except as otherwise indicated):**

Bond Issuance:	\$9,500 plus \$0.50 per \$1,000 issued ➤ minimum of \$13,500
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Note Issuance*:	\$1,000 plus \$0.25 per \$1,000 issued
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\* An additional fee of \$2,000 applies when notes are sold with a Preliminary Official Statement.

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Hourly rates for specialized consulting services not related to the issuance of debt, such as redevelopment advisory, water/sewer utility valuation, budget projections and other consulting projects, billable quarterly in arrears:

- |                     |                |
|---------------------|----------------|
| ➤ Managing Director | \$195 per hour |
| ➤ Associate/Analyst | \$115 per hour |
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**FEES FOR ADDITIONAL SPECIALIZED SERVICES\*\*** (per transaction, except as otherwise indicated):

Continuing Disclosure Services:

- \$1,600 annual base fee for up to three (3) outstanding issues, plus:
  - \$100 for each additional issue with continuing disclosure obligations.
  - \$450 initial set-up charge per new issue, discounted to \$200 if Phoenix Advisors is Municipal Advisor on the transaction.
  - \$250 for each Event Notice filed under SEC Rule 15c2-12, waived if Phoenix Advisors is Municipal Advisor on the transaction.
- All fees are accumulated and invoiced annually.

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Bank Loan Bond Issuance:	All-inclusive fee of \$7,500
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New Jersey Infrastructure Bank (NJIB) Financings:	All-inclusive fee of \$3,500
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Lease-Purchase Financings:	All-inclusive fee of \$3,500
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Energy Savings Improvement Program (ESIP) Financings:	\$9,500 plus \$0.50 per \$1,000 issued <ul style="list-style-type: none"><li>➤ minimum of \$13,500</li></ul>
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Rating Agency Surveillance Presentation	All-inclusive fee of \$1,250
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Redevelopment Advisory	Hourly rates
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Asset/Utility Valuation	Hourly rates
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Budget/Fiscal Consulting	Hourly rates
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\*\* If necessary or requested.



**BID EVALUATION FORM**

DEPARTMENT Finance Date: 01/05/2024

The undersigned recommends that a contract be awarded for the following:

- 1. Bid Title: Professional Services - Bond Counsel
- 2. Amount to be Awarded: Per Cost Proposal
  - Encumber Total Award
  - Encumber by Supplemental Release
- 3. Engineer's Estimate: \_\_\_\_\_
- 4. Amount Budget: \$ Various
- 5. Account Number to be Charged: Various
- 6. Date Bids Received: 11/21/2023
- 7. Date to be Awarded: 01/23/2024
- 8. Recommended Vendor: McManimon & Scotland
- 9. Is Recommended Vendor the Apparent Lowest Bidder?  Yes  No
- 10. Comments/Special Instructions:
- 11. Evaluation Performed by: Susan Baldosaro
- 12. Approved By: Susan M. Baldosro

13. Attached: (Check-Off List)

- Tabulation of Bids
- Justification for Vendor Recommendation (if applicable)
- Evaluation Data (if applicable)

**Send copies to:**  
Purchasing Department  
Business Administration

## AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF VINELAND, in the County of Cumberland, 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



concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

D. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$4,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee of \$2,500, plus \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$750.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

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. Services rendered in connection with any required filings with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport will be billed at a flat rate of \$250 per filing. 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, (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, (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 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 \$375 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 or refunding 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., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph I(2) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

### **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 Matthew D. Jessup.

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 CITY OF VINELAND, 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.

CITY OF VINELAND

ATTEST:

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

\_\_\_\_\_  
Clerk

McMANIMON, SCOTLAND & BAUMANN, LLC

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



**BID EVALUATION FORM**

DEPARTMENT Administration/Planning Date: 1/8/24

The undersigned recommends that a contract be awarded for the following:

1. Bid Title: Professional Planning Services
2. Amount to be Awarded: \$10,000  
 Encumber Total Award  
 Encumber by Supplemental Release
3. Engineer's Estimate: NA
4. Amount Budget: \$ 25,000
5. Account Number to be Charged: 3-01-20-180-1110-23044
6. Date Bids Received: 11/21/23
7. Date to be Awarded: 1/23/24
8. Recommended Vendor: Clarke Caton Hintz
9. Is Recommended Vendor the Apparent Lowest Bidder?  Yes  No
10. Comments/Special Instructions:
11. Evaluation Performed by: Kathleen Hicks
12. Approved By: Kathleen M. Hicks  
SUPERVISING PLANNER
13. Attached: (Check-Off List)  
 Tabulation of Bids  
 Justification for Vendor Recommendation (if applicable)  
 Evaluation Data (if applicable)

**Send copies to:**  
Purchasing Department  
Business Administration

## Reid Wanda

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**From:** Tonetta Richard  
**Sent:** Thursday, January 4, 2024 12:43 PM  
**To:** Fanucci Anthony R; Arthur Elizabeth; Vargas Albert; Acosta David; Arthur Elizabeth; Spinelli Paul; Franceschini Ronald J.  
**Cc:** Meneghetti Jeanine; Reid Wanda; Lopez Regina  
**Subject:** RFP for Legal Consultants

All,

I have reviewed the Proposals submitted for various legal consultants/attorneys. The following are my recommendations.

Affordable Housing/COAH attorney...Surenian, Edwards, Buzak and Nolan LLC, Point Pleasant Beach, New Jersey

Environmental Attorney...DeCotiis, FitzPatrick, Cole and Giblin, LLP, Paramus, New Jersey

Public Power Attorney...DeCotiis, FitzPatrick, Cole and Giblin, LLP Paramus, New Jersey

Energy, Capacity and FERC....DeCotiis, fitzPatrick, cole and Giblin, Paramus New jersey

Chief Part Time Prosecutor...Thomas M. Corrigan, Esq, Bridgeton, New Jersey

Part time Prosecutor...Damon G. Tyner, Esq. LLC, Egg Harbor Township, New Jersey

Workers Compensation Attorney...Eli B. Kuhnreich, Esq. Vineland, New Jersey

Bankruptcy Attorney...Medio Law Firm, Vineland New Jersey

Labor Attorney...Barker, Gelfand, James and Sarvas, Linwood, New Jersey

Municipal Foreclosure...Damon G. Tyner, Esq. Egg Harbor Township, New Jersey

Part time Municipal Court Public Defender...Beth White, Esq., Vineland New Jersey

Part time Alternate Public Defender...Testa Law Firm, Vineland New Jersey

Associate Solicitor...Jeffrey Medio, Esq, Vineland New Jersey

Professional Labor Relations Specialist...Laramie Public Affairs, LLC, Deptford, New Jersey

Tax Attorney...Testa Law Firm Vineland, New Jersey and Damon G. Tyner, Esq. Egg Harbor Township, New Jersey

Richard P. Tonetta, Esq.  
Director Dept. of Law and Solicitor  
City of Vineland  
640 East Wood Street