

## AGREEMENT

THIS AGREEMENT, made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, between the Union County Educational Services Commission, hereinafter designated as the "Commission" party of the first part, and McManimon, Scotland & Baumann, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland New Jersey 07068, hereinafter designated as "Special Counsel," party of the second part:

### WITNESSETH:

1. The Commission desires to sell, acquire, lease or sublease and improve certain properties and to finance the acquisition and improvement of certain properties by means of lease purchase financing through the Union County Improvement Authority or otherwise. In order to accomplish the transactions, the Commission requires the assistance of Special Counsel to provide advice and assistance in connection with the sale, acquisition, lease or sublease, and improvement of the properties, including land use and zoning matters, and the authorization, execution and delivery of a lease purchase agreement and related or other documents and agreements, including assistance with any State agency approvals that may be required.

2. The Commission will make payment to Special Counsel for advice and assistance with the sale or purchase of the properties, including reviewing and commenting on or drafting of a purchase or sales agreement, leases or subleases, environmental work related thereto, approvals of State or local agencies that may be required, land use and zoning matters and any services rendered, other than the lease purchase financing, at an hourly rate of \$215 an hour for attorney time and \$135 an hour for paralegal time.

3. The Commission will make payment to Special Counsel for a lease purchase financing of the project, involving a lease and ground lease, through a private placement, without a disclosure document or rating, for a fee of \$15,000 plus \$1 per \$1,000 of obligations issued.

4. The following services, when required, also will be rendered at the direction of the Commission at an hourly rate of \$215 for attorney time and \$135 per hour for legal assistant time: services rendered in connection with arbitrage compliance and related tax analysis, services involving offering, disclosure, official statement or private placement due diligence assistance in connection with the issuance of obligations or secondary market disclosure compliance, attendance at meetings, attention to any litigation, construction contract drafting or negotiations and procurement advice, including review or drafting of power purchase agreements, negotiation or drafting of applications for financial assistance including BPU grants, energy rebates, tax credits, solar renewal energy certificates or similar financial programs, assistance in connection with the acquisition of real property, applications to State agencies, including the State Department of Education, the Local Finance Board or other agencies, review of documents and rendering of legal opinions required in connection with the issuance of a credit support such as bond insurance or a letter of credit, applications to the Federal Reserve Bank for investments of proceeds of obligations in State and Local Government Series Obligations and unique

research and analysis, and services rendered beyond the scope of the services described in this Agreement. In the event any transaction cannot be completed except for a refunding issue as set forth below, the fee to be charged will be a reasonable one, based on the services performed and the hourly rates set forth in this subsection.

5. In the event of any a refunding issue or energy savings transaction, a fee will be quoted based upon the structure of the proposed financing and the services required. No fee will be charged for a refunding issue unless and until the transaction is completed.

6. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, filing fees, computer assisted research, book binding, messenger service or other costs advanced on behalf of the Commission.

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

8. Special Counsel and the Commission incorporate into this contract the mandatory language of N.J.A.C. 17:27 as applicable 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.

9. Special Counsel and the Commission 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.

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

UNION COUNTY EDUCATIONAL  
SERVICES COMMISSION

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

ATTEST:

\_\_\_\_\_  
Secretary

McManimon, Scotland & Baumann, LLC

By:

  
Authorized Member

RESOLUTION AUTHORIZING AGREEMENT FOR CERTAIN  
LEGAL SERVICES ADOPTED BY THE UNION COUNTY  
EDUCATION SERVICES COMMISSION

WHEREAS, there exists a need for specialized legal services in connection with the sale, acquisition and improvement of property and the financing thereof through a lease purchase financing or otherwise by the Union County Educational Services Commission (the "Commission"), a body corporate of the State of New Jersey, including the preparation of resolutions authorizing the transaction, the preparation or review of sales or purchase agreements and lease documents, and the rendering of approving legal opinions in connection with the financing acceptable to the financial community; and

WHEREAS, such special legal services can be provided by a recognized Bond Counsel firm, and the law firm of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey has the necessary experience and expertise to assist the Commission with this project; and

WHEREAS, funds are or will be available for this purpose;

BE IT RESOLVED BY THE UNION COUNTY EDUCATIONAL SERVICES COMMISSION as follows

1. The law firm of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey is hereby retained by the Commission in accordance with an Agreement dated as of \_\_\_\_\_, 2024 and submitted to the Commission (the "Contract") to provide specialized legal services necessary in connection with the sale, acquisition and improvement of property and the financing thereof through a lease purchase financing or otherwise.
2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Public School Contracts Law, N.J.S.A. 18A:18A-5(a)(1), because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this resolution as well as the Contract shall be placed on file with the Secretary of the Commission.
4. A notice in accordance with the Public School Contracts Law of New Jersey in the form attached hereto shall be published in Westfield Leader.

## NOTICE OF CONTRACT AWARDED

The Union County Educational Services Commission (the "Commission") has awarded a Contract without competitive bidding for professional services pursuant to N.J.S.A. 18A:18A-5(a)(i). The Commission retained the law firm of McManimon, Scotland & Baumann LLC, Roseland, New Jersey to provide specialized legal services necessary to the sale, acquisition and improvement of property and the financing thereof by the Commission through a lease purchase financing or otherwise. The amount charged for these services will be determined in accordance with the Agreement dated as of \_\_\_\_\_, 2024 on file with the Commission Secretary. This Contract will be in effect until such time as either party gives written notice to the other of termination.

This Contract and the resolution authorizing it are available for public inspection in the offices of the Commission Secretary.