

A G R E E M E N T

THIS AGREEMENT, made as of this 22nd day of May, 2017, between THE BOARD OF EDUCATION OF THE TOWN OF BOONTON IN THE COUNTY OF MORRIS hereinafter designated as the "Board of Education" and sometimes referred to herein as the "School District," party of the first part, and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, hereinafter designated as "Bond Counsel," party of the second part:

WITNESSETH:

1. The Board of Education desires to authorize the issuance of School District obligations for various capital projects and other purposes and to provide for the terms and the security of such bonds and notes in accordance with Title 18A, Education, of the New Jersey Statutes and other applicable laws or to provide for its capital projects and financings by some alternative means. The Board of Education desires to undertake such transactions at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services to the School District:

A. Bond Counsel will advise the School District as to the alternate methods of financing capital projects and other purposes.

B. Bond Counsel will prepare a tentative time-table for the steps to be taken for any financing and will submit it for review to the appropriate Board representatives.

C. Bond Counsel will draft the resolution authorizing any proposal to be submitted to the voters at a special or annual school district election.

D. Bond Counsel will help make necessary applications to appropriate State agencies.

E. Upon approval by the voters, Bond Counsel will work, together with the appropriate representatives of the Board, to assemble and to review a record of proceedings.

F. When the Board of Education determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale. Bond Counsel will see to the printing and to the distribution of the Official Statement to those financial institutions that customarily submit bids for new bond issues of that type. Bond Counsel will arrange for the publication of the notice of sale in The Bond Buyer and other required places and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the

bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and will see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing, at which time the bonds will be delivered, payment will be made for the bonds and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

G. Should the Board of Education determine to engage in short-term financing through the issuance of temporary notes or other obligations, Bond Counsel will prepare the necessary resolutions or other operative documents to authorize the sale of such notes or obligations. When the purchaser and the details of the obligations have been determined, Bond Counsel will prepare the obligations for execution and will prepare the appropriate closing papers and an approving legal opinion with respect to the obligations. Generally it is not necessary for Bond Counsel to attend the closing for notes. The School District will be authorized to release the approving legal opinion of Bond Counsel when the appropriate closing documents are executed and delivered and payment for the notes has been received. Unless requested otherwise, Bond Counsel will forward notes, closing papers and the approving legal opinion to the Business Administrator for execution and delivery.

H. Bond Counsel will provide advice in regard to the effect of arbitrage regulations on the issuance of bonds, temporary notes or other obligations and the investment of the proceeds thereof.

I. In the event the School District decides to enter into a capital lease, equipment lease or energy savings improvement program financing, Bond Counsel will advise the School District as to alternatives and the appropriate procedures, will draft all necessary documents and instruments, will assist in the application for any necessary State approvals and will deliver an opinion as to the validity and the enforceability of the lease or other obligations and the exemption from federal income taxes of the portion of any payment deemed to be interest on the obligation.

3. The School District will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For basic services rendered in connection with the preparation for a bond referendum through the review of the record of proceedings in connection therewith, the fee will be \$5,000.

B. For basic services rendered in connection with a permanent bond sale, the fee will be \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 and \$.75 per thousand dollars of any bonds in excess of \$15,000,000.

C. The base fee for each temporary financing issue not involving preparation of an Official Statement or attendance at the closing shall be \$.50 per thousand dollars of notes for the first \$15,000,000 notes issued and \$.40

per thousand dollars of notes for any notes issued over the first \$15,000,000, with a minimum fee of \$1,000 for temporary notes.

D. The following services will be rendered at an hourly rate of \$215 for attorney time and \$135 per hour for legal assistants: services rendered in connection with arbitrage compliance and related tax analysis, services involving offering, disclosure, official statement or private placement due diligence assistance work in connection with the issuance of obligations, attendance at meetings, attention to any litigation that may occur, 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, applications to State agencies, including the State Department of Education, the Local Finance Board, the Schools Development Authority 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.

E. For services rendered in connection with energy savings obligation refunding bonds or equipment lease purchase agreements under an Energy Savings Improvement Program, an energy savings equipment lease or a capital facilities lease, the base fee will be \$15,000 plus \$1.00 per thousand dollars of securities issued.

F. For services rendered in connection with an ordinary equipment lease in an amount not exceeding \$1,000,000, our fee will be \$3,500; in an amount not exceeding \$2,000,000, our fee will be \$4,500; in an amount not exceeding \$3,000,000, our fee will be \$5,500; in an amount not exceeding \$4,000,000, our fee will be \$6,500; and in an amount not exceeding \$5,000,000, our fee will be \$7,500.

G. In the event of a refunding, 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.

H. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or a transaction is abandoned prior to completion, or this Agreement is terminated prior to the sale of bonds or completion of a transaction, the fee to be charged shall be a reasonable one, based on the services performed at the hourly rates set forth herein.

I. 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 Board of Education.

4. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination. It is anticipated that it will remain in effect until completion of the District's capital project.

5. Bond Counsel and the Board of Education incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.5(a) and N.J.A.C. 17:27-3.7 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 Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.5(a) and N.J.A.C. 17:27-3.7.

6. Bond Counsel and the Board of Education 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 Board of Education 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.

THE BOARD OF EDUCATION OF THE  
TOWN OF BOONTON IN THE  
COUNTY OF MORRIS

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

ATTEST:

\_\_\_\_\_  
Secretary

McMANIMON, SCOTLAND & BAUMANN, LLC

By: \_\_\_\_\_  
Authorized Member

RESOLUTION AUTHORIZING AGREEMENT FOR CERTAIN  
LEGAL SERVICES ADOPTED BY THE BOARD OF EDUCATION  
OF THE TOWN OF BOONTON IN THE  
COUNTY OF MORRIS

WHEREAS, there exists a need for specialized legal services in connection with the capital program and the authorization and the issuance of obligations of THE BOARD OF EDUCATION OF THE TOWN OF BOONTON IN THE COUNTY OF MORRIS, (the "Board"), a body corporate of the State of New Jersey, including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community; and

WHEREAS, such special legal services can be provided only by a recognized Bond Counsel firm, and the law firm of McManimon , Scotland & Baumann, LLC, Roseland, New Jersey is so recognized by the financial community; and

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

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TOWN OF BOONTON IN THE COUNTY OF MORRIS, AS FOLLOWS:

1. The law firm of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey is hereby retained to provide specialized legal services necessary in connection with the capital program and the authorization and the issuance of obligations of the Board in accordance with an Agreement dated as of \_\_\_\_\_, 2017 and submitted to the Board (the "Contract").
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 Board.
4. A notice in accordance with the Public School Contracts Law of New Jersey in the form attached hereto shall be published in \_\_\_\_\_.

CERTIFICATION

The foregoing is a true and complete copy of a resolution adopted by the Board of Education at a meeting thereof duly called and held on \_\_\_\_\_, 2017.

## NOTICE OF CONTRACT AWARDED

The Board of Education of the Town of Boonton in the County of Morris, New Jersey (the "Board") has awarded a Contract without competitive bidding for professional services pursuant to N.J.S.A. 18A:18A-5(a)(i). The Board retained the law firm of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey to provide specialized legal services necessary for the capital program and for the authorization, the issuance and the sale of bonds, notes or other obligations of the Board. The amount charged for these services will be determined in accordance with the Agreement dated as of \_\_\_\_\_, 2017 on file with the Board Secretary. This Contract will be in effect until such time as either party gives written notice to the other of termination in accordance with the Agreement or until completion of the Project.

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