

**RESOLUTION NO. 133 of 2014**

**WHEREAS**, the Board of Commissioners of the City of Margate has determined it has a need for an attorney to act as City Solicitor;

**WHEREAS**, John Scott Abbott, Esq., 9 S. Washington Avenue, Margate, NJ 08402 has submitted a proposal to perform said service and has demonstrated that he has the necessary experience and qualifications to perform same; and

**WHEREAS**, this contract is awarded without competitive bidding because it is a Professional Services Contract and is as an exception to the Local Public Contracts Law *N.J.S.A. 40:11A-5 (1) (a) (i)*.

**NOW, THEREFORE BE IT RESOLVED** by the Commissioners of the City of Margate City, County of Atlantic and State of New Jersey as follows:

1. The Commissioner of Public Safety is hereby authorized to execute and the City Clerk to attest to a contract in an amount not to exceed \$50,000.00 between the City of Margate and John Scott Abbott, Esq., 9 S. Washington Avenue, Margate, NJ 08402 to serve as City Solicitor and to provide services as stated in the contract.
2. This contract is awarded without competitive bidding because it is a Professional Services Contract and is as an exception to the Local Public Contracts Law *N.J.S.A. 40:11A-5 (1) (a) (i)*.
3. The hourly fee for legal services is \$150.00 for all work outside the scope of services as stated in the contract.
4. The contract shall not exceed twelve consecutive months (June 19, 2014 through June 18, 2015) in accordance with *N.J.S.A. 40A:11-5*.

DATE: June 19, 2014

**I, THOMAS D. HILTNER**, Clerk of Margate City, Atlantic County, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on June 19, 2014 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.

---

Thomas D. Hiltner, RMC, City Clerk

JOHN SCOTT ABBOTT  
ATTORNEY AT LAW  
9 SOUTH WASHINGTON AVENUE  
MARGATE, N.J. 08402-2301  
  
(609) 823-4495  
FAX (609) 823-0707  
EMAIL: jsabbottlawoffice@comcast.net

June 17, 2014

Thomas D. Hiltner, RMC, City Clerk  
Office of City Clerk and Tax Collector  
9001 Winchester  
Margate City NJ 08402

Re: Municipal Solicitor Contract for  
John Scott Abbott, Esquire

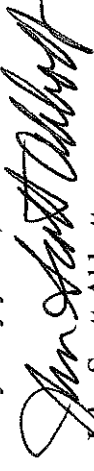
Dear Mr. Hiltner:

I understand that my Professional Services Contract is on the Agenda for approval. Hopefully, my Contract will be renewed and in anticipation of same, I enclose the following documents:

1. Proposed Agreement for Legal Services
2. Political Contribution Disclosure Form
3. Proof of insurances:
  - A. Professional Liability ProAssurance declaration
  - B. Business Owner's Policy from FMI Insurance Company declaration
  - C. Worker's Compensation and Employer's Liability declaration
  - D. Automobile Insurance GEICO card
4. Proposed Resolution.

Please advise if anything further is required.

Very truly yours,

  
John Scott Abbott  
Margate City Solicitor

JSA/da  
Encls.

## POLITICAL CONTRIBUTION DISCLOSURE

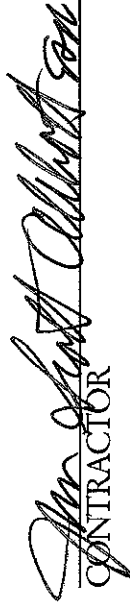
**This form must be submitted to the local unit no later than 10 days prior to the award of the contract**

This contract has been awarded to John Scott Abbott, Esquire based on the merits and abilities of John Scott Abbott, Esquire to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest John Scott Abbott, it's subsidiaries, assigns or principals of the company has not solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions to a campaign committee of any Margate City candidate, or holder of public office in Margate City or any Political Action Committee (PAC) that is organized for the primary purpose of promoting or supporting Margate City municipal candidates or municipal office holders, in the one (1) year period preceding the award of the contract, nor will it solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions to a campaign committee of any Margate City candidate, or holder of public office in Margate City or any Political Action Committee (PAC) that is organized for the primary purpose of promoting or supporting Margate City municipal candidates or municipal office holders during the term of the contract..

In accordance with Margate City Ordinance No. 36 of 2005, the undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that John Scott Abbott, Esquire has not made and will not make any contributions, in the one year period preceding the date of this contract or during the term of the contract, to any candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Margate as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) and Margate City Ordinance No. 36 of 2005..

I certify that the forgoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: June 17<sup>th</sup> 2004

  
CONTRACTOR

## AGREEMENT FOR LEGAL SERVICES

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **CITY OF MARGATE CITY**, (hereinafter "CITY"), a municipal corporation of the State of New Jersey, having an address at 9001 Winchester, Margate City, New Jersey 08402, and **JOHN SCOTT ABBOTT, ESQUIRE**, 9 South Washington Avenue, Margate, New Jersey 08402 (hereinafter "COUNSEL");

WHEREAS, the CITY requires the services of a City Solicitor to represent and advise the CITY, as well as attend all Regular, Work, and Special Meetings, communicate with elected and non-elected officials and employees, prepare and/or review resolutions and ordinances, miscellaneous correspondence, etc., and communicate and assist with any litigation attorneys in all necessary matters including those not involving litigation; and

WHEREAS, COUNSEL has the necessary qualifications and expertise to perform such services for the CITY;

NOW, THEREFORE, pursuant to Resolution No. \_\_\_\_\_ of 2014 duly approved by the Board of Commissioners of the City of Margate on \_\_\_\_\_, 2014, the parties agree as follows:

### **1. APPOINTMENT**

JOHN SCOTT ABBOTT is hereby employed as SOLICITOR for the CITY as of June 16, 2014 and ending June 15, 2015. The CITY and COUNSEL may renew this Agreement for Legal Services for any subsequent yearly periods by Resolution reflecting mutually-agreeable amendments, if any.

### **2. SCOPE OF SERVICES**

A. The basic scope of service for which the annual remuneration will be paid includes:

- (a) Attend all Regular, Work and Special Meetings;
- (b) Communicate with CITY elected and non-elected officials and employees;
- (c) Assist in the preparation of Resolutions and Ordinances;
- (d) Communicate and assist with any litigation attorneys;
- (e) Assist in other matters not involved in litigation.

B. Additional scope of services shall include:

- (a) Litigation;
- (b) Special and non-repetitive matters and assignments;

**3. REMUNERATION**

A. The annual remuneration for basic scope of services shall be \$50,000.00 payable in twelve installments of \$4,166.66 per month with no health or pension benefits. Payments for basic scope of services shall be paid on a monthly basis.

B. The remuneration for litigation and special and non-repetitive matters and assignments as requested by Members of the Governing Body and Officials shall be remunerated on the basis of \$150.00 per hour with billing to be submitted monthly by voucher.

**4. MONTHLY BILLING BY COUNSEL.**

Counsel shall submit to the CITY its itemized billing by the 15<sup>th</sup> day of the month following the month in which authorized services are rendered and payment shall be made in 12 monthly installments. All billings shall provide details of work performed.

**5. PROFESSIONAL LIABILITY COVERAGE AND OTHER INSURANCES**

Counsel shall carry Professional Liability Coverage with limits of liability not less than \$1,000,000.00 per wrongful act, \$2,000,000.00 aggregate combined single limit, and shall provide his own coverage for commercial general liability insurance, motor vehicle liability insurance and worker=s compensation insurance, with proof of coverage to be furnished to the CITY.

**6. CERTIFICATION OF COMPLIANCE**

COUNSEL represents that he is in compliance with all the laws of the United States, the State of New Jersey, and all ordinances of the CITY of Margate. COUNSEL acknowledges that this Agreement must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey and the Americans with Disabilities Act. Accordingly, during the term of this Agreement and during the performance of all duties under this Agreement, COUNSEL will comply with all of the Affirmative Action and Americans with Disabilities Act requirements of the State of New Jersey.

**7. LAW GOVERNING CONTRACT**

This Agreement shall be governed by and enforced in accordance with the laws of the State of New Jersey. Any dispute that arises under this Agreement shall be initiated in the Courts of Atlantic County, New Jersey.

**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties. Any prior understanding or representation shall be binding only if in writing and signed by both parties.

**9. MODIFICATION OF AGREEMENT**

This Agreement can only be modified in writing and signed by both parties.

**10. POLITICAL CONTRIBUTION PROHIBITION**

This Agreement has been awarded to COUNSEL based on the merits and abilities of COUNSEL to provide the services described herein. It is not awarded pursuant to a Affair and open@ process. COUNSEL does hereby attest that COUNSEL, its subsidiaries, assigns, employees or principals have not made any contributions to the Mayor or Commissioners of the CITY of Margate or to any candidate for the Office of Mayor or Commissioner of the CITY of Margate. COUNSEL further attests that it has not made any contribution in violation of Margate City Ordinance No. 36 of 2005 the APay to Play@ Ordinance, and is in compliance with the State of New Jersey APay to Play@ regulations set forth in P.L. 2004, c.19 and P.L. 2005, c.271. COUNSEL acknowledges that it has a continuing duty to report any violations of the APay to Play@ laws during the term of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

ATTEST:

CITY OF MARGATE

Thomas D. Hiltner, City Clerk

Michael Becker, Mayor

ATTEST:

Thomas D. Hiltner, City Clerk

John Scott Abbott, Esquire

STATE OF NEW JERSEY INSURANCE  
IDENTIFICATION CARD



**POLICY INFORMATION**

Policy Number  
A07-238-026556-70 3 4  
Policy Effective Date  
07/03/2013  
Policy Expiration Date  
07/03/2014

**VEHICLE INFORMATION**

Year 2004  
Make MERCEDES BENZ  
Model ML350  
Vehicle Identification Number  
4JGAB57E94A515460

**CONTACT US**

To report a claim:  
1-800-2CLAIMS  
(1-800-225-2467)  
Customer service  
1-800-225-8285  
Roadside Assistance  
1-800-426-9898

**Name of Insured**

JOHN S ABBOTT  
JOANNE ABBOTT  
320 N RUMSON AVE  
MARGATE CITY NJ 08402-1348

**Card Effective Date**

07/03/2013

**Card Expiration Date**

07/03/2014

Company Name: 914 LIBERTY INSURANCE CORPORATION

NAIC Number: 42404

PMKT 537 04 10

SEE IMPORTANT MESSAGE ON REVERSE SIDE.



# CERTIFICATE OF LIABILITY INSURANCE

ABBOT-3

OP ID: JM

DATE (MM/DD/YYYY)  
06/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C.J. Adams Co. Insurance, Inc. Insurance Agencies Inc. 1601 New Rd., #100, PO Box 225 Northfield, NJ 08226 Timothy W. Tighe	CONTACT NAME <b>Timothy W. Tighe</b> PHONE <b>609-646-1000</b> FAX <b>609-569-0260</b> E-MAIL <b>(A/C, Not)</b> ADDRESS:
INSURED <b>John Scott Abbott Attorney at Law 9 S. Washington Avenue Margate, NJ 08402</b>	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Franklin Mutual Insurance Co</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # <b>856</b>

## COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners		SBP2408175	07/12/2013	07/12/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> RET <input type="checkbox"/> LCC OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
						BUILDING 635,600 PROPERTY 150,600

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

CITYMAR

City of Margate  
9001 Winchester Ave  
Margate, NJ 08402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

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# CERTIFICATE OF LIABILITY INSURANCE

ABBOT-2 OP ID: JM

DATE (MM/DD/YYYY)  
06/17/2014

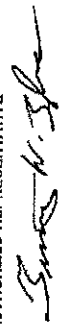
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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Siracusa-Kaufmann Ins Agency Insurance Agencies Inc. 1601 New Rd., #100, PO Box 225 Northfield, NJ 08225 Siracusa-Kaufmann Ins Ag, LLC	CONTACT NAME: Siracusa-Kaufmann Ins Ag, LLC PHONE (A/C, No. Ext): 609-646-1000 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Franklin Mutual Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 856
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBRS (MSD LWD)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A			WCP2709952	11/14/2013	11/14/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CITYMAR	CANCELLATION
City of Margate 9001 Winchester Ave Margate, NJ 08402		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

ACORD 25 (2014/01)

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# CERTIFICATE OF LIABILITY INSURANCE

ABBOT-3      OP ID: JM  
DATE (MM/DD/YYYY)      06/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER C.J. Adams Co. Insurance, Inc. Insurance Agencies Inc. 1601 New Rd., #100, PO Box 225 Northfield, NJ 08225 Timothy W. Tighe	CONTACT NAME: Timothy W. Tighe PHONE (A/C No. Ext): 609-646-1000 FAX (A/C No.): 609-569-0260 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ProAssurance Casualty Co.      NAIC # 38954 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED John Scott Abbott Attorney at Law 9 S. Washington Avenue Margate,, NJ 08402	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY  ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>  UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>  DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below					
A	professional liability		LP6084403	07/05/2013	07/05/2014	E&O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CITYMAR	CANCELLATION
City of Margate 9001 Winchester Ave Margate, NJ 08402		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Francis Moster</i>

**RESOLUTION NO.      of 2014**

**WHEREAS**, the Board of Commissioners of the City of Margate City has determined it has a need for a City Solicitor to assist with legal matters on behalf of the City of Margate City; and

**WHEREAS**, John Scott Abbott, Esquire, 9 South Washington Avenue, Margate City, New Jersey 08402, has performed the services of City Solicitor for the time period of June 16, 2013 through June 15, 2014; and

**WHEREAS**, the Board of Commissioners desires to reappoint John Scott Abbott, Esquire, as City Solicitor for the year June 16, 2014 through June 15, 2015; and

**WHEREAS**, this contract is awarded without competitive bidding because it is a Professional Services Contract and is as an exception to the Local Public Contracts Law *N.J.S.A. 40:11A-5* (1) (a) (i).

**NOW, THEREFORE BE IT RESOLVED** by the Commissioners of the City of Margate City, County of Atlantic and State of New Jersey as follows:

1. The Mayor is hereby authorized to execute on behalf of the City of Margate City and the City Clerk to attest to a contract in an amount not to exceed \$50,000.00 between the City of Margate City and John Scott Abbott, Esquire, to serve as City Solicitor and to provide services as stated in the Contract.
2. This contract is awarded without competitive bidding because it is a Professional Services Contract and is as an exception to the Local Public Contracts Law *N.J.S.A. 40:11A-5* (1) (a) (i).
3. The hourly fee for legal services is \$150.00 for all work outside the scope of services as stated in the contract.
4. The contract shall not exceed twelve consecutive months in accordance with *N.J.S.A. 40A:11-5*.

DATE:

I, Thomas Hiltner, City Clerk of Margate City, Atlantic County, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on \_\_\_\_\_, 2014 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.

---

Thomas Hiltner, City Clerk