

**TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NJ**

**CONSENT AGENDA RESOLUTION #17-28**

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
FOR ATTORNEY SERVICES – LAVERY, SELVAGGI, ABROMITIS & COHEN, PC –  
FOR PERIOD ENDING DECEMBER 31, 2017”**

**WHEREAS**, the Township of Jefferson has a need for professional Legal services; and

**WHEREAS**, the Township of Jefferson has decided to award the contract for this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Lavery, Selvaggi, Abromitis & Cohen, PC has submitted a proposal indicating that Legal services will be provided for an annual fee not to exceed \$160,000.00 per year; and

**WHEREAS**, Lavery, Selvaggi, Abromitis & Cohen, PC has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate, committee or employee for those positions listed on the Business Entity Disclosure Certification Form in the previous one year, and that the contract will prohibit Lavery, Selvaggi, Abromitis & Cohen, PC from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Chief Financial Officer (CFO) of the Township has determined and certified in writing that the value of the acquisition by the firm Lavery, Selvaggi, Abromitis & Cohen, PC will exceed \$17,500; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5 (b) a certificate showing availability of funds has been provided to the Township by the CFO certifying that the funds for said contract are available; and


**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Jefferson, in the County of Morris, State of New Jersey that this professional contract is hereby authorized and approved by the Township Council.

**BE IT ALSO RESOLVED:**

- Section 1.** The Mayor and Township Clerk are hereby authorized and directed to execute an agreement with Lavery, Selvaggi, Abromitis & Cohen, PC for Legal services to the Township of Jefferson as set forth in a proposal dated December 16, 2016 for an annual fee not to exceed \$160,000.00 per year.
- Section 2.** Lawrence P. Cohen, Esquire, is appointed as the Township Attorney.
- Section 3.** This contract is awarded as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 4.** The term of this agreement shall be for one year, from January 1, 2017 through December 31, 2017.
- Section 5.** A notice of this action shall be printed once in the legal newspaper of the Township of Jefferson.
- Section 6.** The resolution authorizing the award of contract for “Professional Services” and the contract itself must be available for public inspection per the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
- Section 7.** The Business Entity Disclosure Certification and the Determinations of Value be placed on file with this resolution.

**RESOLUTION #17-28  
PAGE TWO**

**ATTEST:**

  
MICHELE REILLY, TOWNSHIP CLERK  
Dated: January 18, 2017

**COUNCIL OF THE TOWNSHIP OF JEFFERSON:**

  
DEBI MERZ, PRESIDENT

**CERTIFICATION:** I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township County at a meeting held on January 18, 2017.

  
Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham	X		X			
Dunham			X			
Finnegan			X			
Sanchelli		X	X			
Merz			X			

**PROFESSIONAL CONTRACT**

**THIS CONTRACT**, made and effective the 1st day of January 2017, between the Township of Jefferson and Lawrence P. Cohen, Esq. of the Law Firm of Lavery, Selvaggi, Abromitis & Cohen, with offices located at 1001 Route 517, Hackettstown, New Jersey; and

**WHEREAS**, the Township of Jefferson wishes to retain legal services as Township Attorney for the purpose of rendering legal advice services to the Mayor, Council, Administrative Staff, and Municipality, and to represent the Municipality in litigation; and

**WHEREAS**, the Township wishes to retain Lawrence P. Cohen, Esq. of Lavery, Selvaggi, Abromitis & Cohen, 1001 Route 517, Hackettstown, New Jersey 07840, for purposes of so representing the Township as its legal counsel, with Lawrence P. Cohen, Esq. of said firm designated as the individual authorized to sign documents and appear as Township Attorney, and in his absence any other member of said firm; and

**WHEREAS**, said law firm and the individuals named hereinafter are to be retained pursuant to this Contract as professional consultants and not as employees of the Township of Jefferson; and

**WHEREAS**, it is contemplated by the parties that this Contract includes all legal services generally encompassed within the appropriation of legal services/Township Attorney, except disbursements and costs incurred by said firm necessary and incidental to representing the interest of the Township, tax foreclosures, labor negotiations, bonding matters, legal work for the municipal utilities, litigation, and including fees and costs and any other services for which the Township makes separate budgetary appropriations.

**NOW, THEREFORE**, based upon the mutual promises and covenants herein set forth, it is agreed by and between the parties as follows:

1. Lawrence P. Cohen is hereby retained as Township Attorney for the year 2017, to be effective January 1, 2017 through December 31, 2017, regardless of the date of the execution of this Contract, a portion of which services has been performed by said attorney, and for which the execution of this Contract constitutes a ratification of said services;

2. Said Lawrence P. Cohen agrees to provide all the legal services generally contemplated within the terms of the budgetary appropriation designated as legal fees/Township Attorney, and said Lawrence P. Cohen agrees to provide all legal services necessary to perform the duties and obligations of the position of Township Attorney as more fully set forth herein. Lawrence P. Cohen is hereby designated to sign on behalf of the firm or individually as the Township Attorney, papers, documents, and communications necessary and/or proper for the exercise of the duties of Township Attorney. In conjunction therewith and also in Mr. Cohen's absence, any other attorney of the same firm is hereby granted the same authorization.

3. The Township of Jefferson does hereby agree, in consideration of the services rendered by the said Lawrence P. Cohen, to pay to the firm of Lavery, Selvaggi, Abromitis & Cohen for the year 2017, the sum of \$66,000.00 to be billed in equal monthly amounts to cover the legal services rendered that are contemplated by this said Contract. Said retainer shall cover the attendance at all regular meetings of the Township Council; all telephone communications, except if done with reference to items which are separately billed; all communications on behalf of the Township of Jefferson, or with the Township of Jefferson, except done on items which are separately billed; the Ordinances are prepared with reference to bonding appropriations, which are billed separately; general correspondence on behalf of the Township of Jefferson; normal telephone communications; and rendering legal opinions, unless all of the same are provided pursuant to items which are billed separately.

4. For all litigation costs, tax appeals, tax foreclosure work, bonding work, any work done with reference to the Municipal Utilities not covered under the retainer and for all other work not included in the services with reference to the Retainer, the attorney shall be paid at the rate of \$175.00 per hour. In addition, all out-of-pocket expenses expended by the Law Firm on behalf of the Township of Jefferson shall be paid separately and not included in the fees and charges set forth herein.

5. In addition, the Township of Jefferson shall agree to pay to Lawrence P. Cohen an amount equal to \$6,000 as a Retainer for general representation of the Water Department of the Department of Utilities and a general Retainer of \$3,000 to represent the Sewer Department of the Township Department of Utilities. These Retainers shall cover the rendering of all general legal services, telephone conferences, general correspondence and opinions rendered to said Utilities. The Retainers shall not cover representation in litigation, preparing bonding documents or costs related to bonding, acquisition of property, appearance at Utilities or litigation. These additional services shall be billed at the rate of \$175.00 per hour plus disbursements.

6. In the event that there shall be a conflict which will present Lawrence P. Cohen or any member of the firm of Lavery, Selvaggi, Abromitis & Cohen from rendering services to the Township as set forth in the general contract, said attorney shall be responsible for securing another attorney to render such services at the sole cost and expense of Lawrence P. Cohen.

7. The said attorney shall continue to represent the Township after December 31, 2017 on the same basis as set forth herein, or as may be increased by the Township Budget Appropriations without a new contract, until a new contract is entered into, or successor to said Township Attorney is appointed.

8. **Political Contribution Disclosure.** This contract has been awarded to Lawrence P. Cohen, Esq., of the law firm of Lavery, Selvaggi, Abromitis & Cohen, P.C., based on the merits and abilities of Lawrence P. Cohen, Esq., of the law firm of Lavery, Selvaggi, Abromitis & Cohen, P.C., 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 that Lawrence P. Cohen, Esq., of the law firm of Lavery, Selvaggi, Abromitis & Cohen, P.C., its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Jefferson if a member of that political party is serving in an elective public office of that Township of Jefferson when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Township of Jefferson when the contract is awarded.

ATTEST:

  
\_\_\_\_\_  
MICHELE REILLY, CLERK

TOWNSHIP OF JEFFERSON

By:   
\_\_\_\_\_  
RUSSELL FELTER, MAYOR

LAWRENCE P. COHEN, Esq.  
Individually and on behalf of  
Lavery, Selvaggi, Abromitis & Cohen, PC

By:   
\_\_\_\_\_  
LAWRENCE P. COHEN

**CMFO'S Certification of Availability of Funds**

I, William J. Eagen, hereby certify that sufficient funds will be available with the adoption of the 2017 Budget, Legal OE, 2017 Water Op OE, & Sewer Op OE, for the purpose stated herein, all in accordance with requirements of the Local Budget Law NJSA 40A: 4-1, et.seq.

**Purpose:**                      Legal Services  
                                    Township Attorney  
                                    Labor Attorney

**Vendor:**                      Lavery, Selvaggi, Abromitis & Cohen (LAVERY)

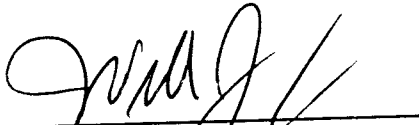
**Line Item No.:**

	<u>ACCOUNT</u>	<u>AMOUNT</u>
General Matters	7-01-20-155-155-262	66,000.00
Litigation Matters	7-01-20-155-155-265	85,000.00
Labor Matters	7-01-20-155-155-298	12,000.00
Water Retainer	7-05-55-500-000-572	6,000.00
Sewer Retainer	7-07-55-500-000-568	3,000.00

**Amount Certified:**                      \$172,000.00

**Total Certified Amount Not to Exceed:**                      **\$172,000.00**

Certified this 4<sup>th</sup> day of January, 2017  
For 1/04/2017 meeting

  
\_\_\_\_\_  
William J. Eagen  
Chief Financial Officer

cc:     File

**PAY TO PLAY  
DETERMINATION OF VALUE**

Pursuant to the Pay To Play Law, the value of the contract awarded through a non-fair and open process must be determined, by an appropriate township official, prior to the award of contract by the Township Council

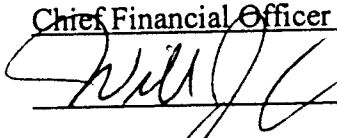
<b>VENDOR NAME</b>	<b>DESCRIPTION OF SERVICE</b>	<b>ESTIMATED VALUE</b>
Lavery, Selvaggi, Abromitis & Cohen, PC	Township Attorney	160,000.00
Lavery, Selvaggi, Abromitis & Cohen, PC	Labor Attorney	12,000.00
Hawkins Delafield & Wood	Bond Counsel	36,000.00
Ferraioli Wielkocz, Cerullo & Cuva	Township Auditor	111,350.00
Willis of New Jersey, Inc.*	Risk Management Services	61,000.00
Integra Realty Resources – NNJ	Appraisal Services	27,500.00
Edward L. Haack & Associates	Consulting Engineer	105,000.00
Fox Architectural Services	Architectural Services	17,500.00

I hereby certify that the above referenced contracts will exceed or is expected to exceed \$17, 500.

\* Vendor receives no direct payments for rendering insurance services from the Township of Jefferson, however it is expected that the vendor may earn in excess of \$17,500 from insurance commissions.

NAME: William J. Eagen

TITLE: Chief Financial Officer

SIGNATURE: 

DATE: January 4, 2017