

TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NJ

CONSENT AGENDA RESOLUTION #17-30

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
FOR BOND COUNSEL SERVICES – HAWKINS, DELAFIELD AND WOOD –  
FOR PERIOD ENDING DECEMBER 31, 2017”**

**WHEREAS**, the Township of Jefferson has a need for professional Bond Counsel 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**, Hawkins, Delafield and Wood has submitted a proposal indicating that Bond Counsel services will be provided for an annual fee not to exceed \$36,000.00 per year; and

**WHEREAS**, Hawkins, Delafield and Wood 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 Hawkins, Delafield and Wood 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 each acquisition will exceed \$17,500; and

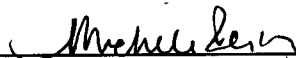
**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5 (b) a certificate showing availability of funds has been provided to the Township by the CFO certifying that the funds for said contract are available; and

**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.

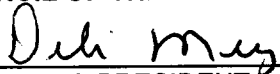
**BE IT ALSO RESOLVED:**

- Section 1.** The Mayor and Township Clerk are hereby authorized and directed to execute an agreement with Hawkins, Delafield and Wood for Bond Counsel services to the Township of Jefferson as set forth in a proposal dated December 20, 2016 for an annual fee not to exceed \$36,000.00 per year.
- Section 2.** 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 3.** The term of this agreement shall be for one year, from January 1, 2017 through December 31, 2017.
- Section 4.** A notice of this action shall be printed once in the legal newspaper of the Township of Jefferson.
- Section 5.** 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 6.** The Business Entity Disclosure Certification and the Determinations of Value be placed on file with this resolution.

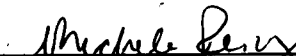
ATTEST:

  
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			

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) dated this 18<sup>th</sup> day of January, 2017, by and between the Township of Jefferson, in the County of Morris, New Jersey (the “Township”), and Hawkins Delafield & Wood LLP, having offices at One Gateway Center, Newark (“Hawkins”),

**WITNESSETH:**

**WHEREAS,** the Township requires the services of a recognized bond counsel firm to: approve the legality of its bond and bond anticipation note issues; assist it and its local attorney in every phase of the authorization proceedings; oversee the actual issuance of the bonds and bond anticipation notes; arrange for the advertising and holding of public bond and bond anticipation note sales; attend to the preparation of the bonds and bond anticipation notes and delivery and payment for the bonds and bond anticipation notes at the closing thereof; aid in the timely and efficient consummation of the bond and bond anticipation note sale and preliminary and related proceedings; issue an approving legal opinion that accompanies the bonds and bond anticipation notes; prepare a notice of sale for the bonds and bond anticipation notes; assist in matters relating to the receipt of electronic bids for the bonds; prepare or assist in the preparation of a Preliminary Official Statement and a final Official Statement relating to the bonds and bond anticipation notes; prepare or assist in the preparation of any necessary Local Finance Board Applications; advise with respect to the federal securities laws relating to initial and secondary market disclosure applicable to the issuance of bonds and bond anticipation notes; advise with respect to the federal tax laws applicable to the issuance of bonds and bond anticipation notes; prepare bond ordinances, capital improvement ordinances, bond resolutions, bond anticipation note resolutions and other related ordinances and resolutions; and provide advice from time to time with respect to the foregoing and related matters;

**NOW THEREFORE**, in consideration of the premises, and the mutual promises herein contained, the parties hereto agree as follows:

Section 1. Hawkins agrees to provide all of the above-mentioned services.

Section 2. The Township agrees to pay Hawkins for the services enumerated above the customary and usual reasonable fees for rendering said services, taking into account the nature of the work, the time involved, the effort expended, the responsibility involved and the results obtained. Such fee shall be calculated as set forth in the letter of Hawkins dated December 20, 2016 which is attached hereto and made a part hereof. In the event that there are unusual or extraordinary services rendered over and above what is customary, then and in such event, an additional reasonable fee will be allowed for such extraordinary work.

Section 3. The Township agrees to reimburse Hawkins for any and all cash disbursements or expenses in connection with the aforesaid work.

Section 4. This contract has been awarded to Hawkins based on the merits and abilities of Hawkins to provide the 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 Hawkins, its subsidiaries, assigns or principals controlling in excess of 10% of the firm 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 this 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 this contract to any political party committee in the Township if a member of that political party is serving in an elective public office of the Township when this

contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when this contract is awarded.


Section 5. During the term of this Agreement, the parties hereto agree to comply with the equal employment opportunity requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the Mandatory Equal Employment Opportunity Language set forth in Exhibit A which is attached hereto and made a part hereof.

Section 6. Hawkins is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if Hawkins received contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Hawkins to determine if filing is necessary.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

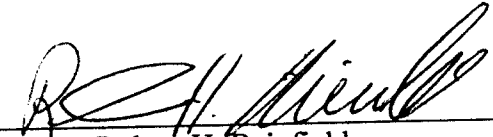
**THE TOWNSHIP OF JEFFERSON, IN THE  
COUNTY OF MORRIS, New Jersey**

By

  
Name: Russell Felter  
Title: Mayor

**HAWKINS DELAFIELD & WOOD LLP**

By

  
Name: Robert H. Beinfield  
Title: Partner

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

**I, William J. Eagen, hereby certify that sufficient funds will be available through various Bond Ordinances, for the purpose stated herein, all in accordance with requirements of the Local Budget Law NJSA 40A: 4-1, et.seq.**

**Purpose:**                      **Legal Services  
Bond Counsel**

**Vendor:**                      **Hawkins Delafield & Wood (Hawkin50)**

**Line Item No.:**  
C-04-55-913-012-999  
C-04-55-914-010-999  
C-04-55-914-011-999  
C-06-55-514-012-599  
C-08-55-514-013-599  
C-04-55-915-013-999  
C-06-55-515-002-599  
C-04-55-916-005-999  
C-06-55-516-006-599

**Amount Certified:**                      **\$36,000.00**

**Total Certified Amount Not to Exceed:**                      **\$36,000.00**

**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