

TOWNSHIP OF JEFFERSON
COUNTY OF MORRIS, NJ

CONSENT AGENDA RESOLUTION #18-29

“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
FOR BOND COUNSEL SERVICES – HAWKINS, DELAFIELD AND WOOD, LLP – FOR PERIOD ENDING DECEMBER 31, 2018”

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, LLP 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, LLP 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, LLP 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 Chief Financial Officer of the Township, certifying that funds for said contract are available and are designated to a line item appropriations designated below and totaling \$36,000.00.

C-04-55-915-013-999

C-04-55-916-005-999

C-04-55-917-005-999

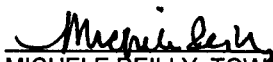
C-06-55-516-006-599

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, LLP, One Gateway Center, Newark, New Jersey, 07102 for Bond Counsel services to the Township of Jefferson as set forth in a proposal dated December 19, 2017 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, 2018 through December 31, 2018.
- 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 3, 2018

COUNCIL OF THE TOWNSHIP OF JEFFERSON:


DEBI MERZ, COUNCIL 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 Council at a meeting held on January 3, 2018.


Michele Reilly, RMC, Township Clerk

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

**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

VENDOR NAME	DESCRIPTION OF SERVICE	ESTIMATED VALUE
Lavery, Selvaggi, Abromitis & Cohen, PC	Township Attorney	188,000.00
Lavery, Selvaggi, Abromitis & Cohen, PC	Labor Attorney	12,000.00
Hawkins Delafield & Wood	Bond Counsel	36,000.00
Ferraioli Wielkocz, Cerullo & Cuva	Township Auditor	111,000.00
Willis of New Jersey, Inc.*	Risk Management Services	62,000.00
Edward L. Haack & Associates	Consulting Engineer	117,000.00
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 3, 2018

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF JEFFERSON**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that **Hawkins Delafield & Wood LLP** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding **January 1, 2017** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **Township of Jefferson, New Jersey**, as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Jefferson Township Republican Committee	Mayor Felter
	Council President Debi Merz
	Councilman Robert Birmingham
	Councilman Jay Dunham
	Councilman Ron Smith
	Councilwoman Kim Finnegan

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

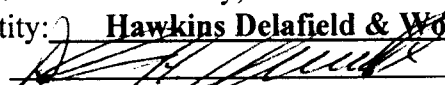
Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
None	

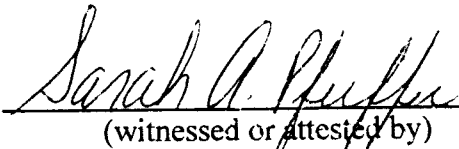
Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Hawkins Delafield & Wood LLP
 Signature of Affiant:  Title: Partner
 Printed Name of Affiant: Robert H. Beinfield Date: December 19, 2017

Subscribed and sworn before me this 19th day of **December, 2017.**

My Commission expires: **SARAH A. PFEIFFER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 26, 2019**


(witnessed or attested by)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF JEFFERSON

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) dated this \_\_\_\_\_ day of January, 2018, 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 19, 2017 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.

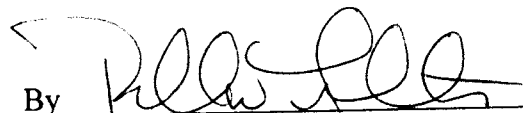
Section 5. During the term of this Agreement, the parties hereto agree to comply with the equal employment opportunity requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the Mandatory Equal Employment Opportunity Language set forth in Exhibit A which is attached hereto and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

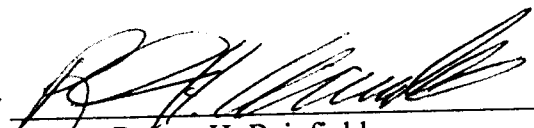
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

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

Attest:  
*Michele Perry*  
Township Clerk

By   
Name: Russell Felter  
Title: Mayor

**HAWKINS DELAFIELD & WOOD LLP**

By   
Name: Robert H. Beinfield  
Title: Partner