

**RESOLUTION 2015-7
MOUNT HOLLY FIRE DISTRICT No. 1**

RESOLUTION AUTHORIZING A CONTRACT FOR LEGAL SERVICES

WHEREAS, the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey as a public body duly organized under the laws of the State of New Jersey, requires the advice, consultation and other services of an attorney in the conduct of public business for which it is charged; and

WHEREAS, the Board is permitted under the law to retain the services of an Attorney; and

WHEREAS, the treasurer of the Board has determined and certified that the value of legal services will exceed seventeen thousand five hundred dollars (\$17,500.00); and

WHEREAS, the term of the Contract is for one (1) year or less; and

WHEREAS, the Board solicited proposals for legal services through a “fair and open” process pursuant to and in accordance with N.J.S.A. 40A:11-4.5; and

WHEREAS, the Board evaluated the proposals in accordance with the methodology described in the request for proposals and compiled a report relative to same; and

WHEREAS, the Treasurer certified the availability of funds for the aforementioned legal services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, that it engage and otherwise retain the services of Jay C. Sendzik, Esq. of the firm of Sendzik & Sendzik, 1808 Route 88, Brick, New Jersey for the provision of legal services as set forth in the Request for Proposal and proposed Contract which is attached hereto and made a part hereof as Schedule “A”; and

BE IT FURTHER RESOLVED, that the Director be authorized to execute the Agreement for Legal Services attached hereto as Schedule “A” for an on behalf of the Board and that the Clerk attest to same; and

BE IT FURTHER RESOLVED, that the Determination of Value established by the Treasurer placed on file with this Resolution; and

BE IT FURTHER RESOLVED, that the Clerk of the Board publish a notice in the Burlington County Times summarizing the award of a legal service contract pursuant to and in accordance with N.J.S.A. 40A:11-4.5(g).

BE IT FURTHER RESOLVED, that the Attorney shall only perform those services as directed by the Board at a public meeting or by the Director of the Board; and

BE IT FURTHER RESOLVED, that the Board shall designate a member to review the legal invoices submitted by the Attorney; and

BE IT FURTHER RESOLVED, that the within Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and

BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in the Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of the Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

BE IT FURTHER RESOLVED, that an original signed, conformed and compared copy of this Resolution be accessible and maintained by the Board of Fire Commissioners of Fire District No.1 as an official Board record pursuant to and in accordance with the "Open Public Records Act", N.J.S.A. 47:1A-1 et seq. and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

CERTIFICATION

I, **STEFANIE HAINES**, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 1st day of April, 2015.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly on this 1st day of April, 2015.



STEFANIE HAINES, CLERK
Board of Fire Commissioners
Fire District No.1
Township of Mount Holly

Member	Aye	Nay	Abstain	Absent
Donald Pike	✓			
Richard McIlwee	✓			
Joshua Brown	✓			
Stefanie Haines	✓			
Patricia Cauley	✓			


DETERMINATION OF VALUE

MOUNT HOLLY FIRE DISTRICT No. 1

I, **Joshua Brown**, being of full age, hereby certify as follows:

1. I am the Treasurer of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey.
2. I make this Certification pursuant to N.J.S.A. 19:44A-20.4.
3. I have reviewed the past two years' invoices for legal services along with the anticipated needs for legal services for fiscal year 2015.
4. I have determined that the anticipated value for legal services will exceed \$17,500.
5. I have reviewed the proposal of Jay Sendzik of Sendzik & Sendzik for legal services for fiscal year 2015 and certify the availability of funds in the 2015 Budget for said services.

Dated: April 1, 2015



JOSHUA BROWN, Treasurer
Commissioners of Fire District No.1
Township of Mount Holly

AGREEMENT FOR LEGAL SERVICES

This Agreement made on April 1, 2015, between the Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey (hereinafter referred to as the "Board"), with an address of P.O. Box 741, Mount Holly, New Jersey, and Jay C. Sendzik, Esq., of the firm of Sendzik & Sendzik, P.C. (hereinafter referred to as the "Attorney"), with an office at 1808 Route 88, Brick, New Jersey.

WHEREAS, the Board, as a public body duly organized under the laws of the State of New Jersey, requires the advice, consultation and other services of an attorney in the conduct of the public business for which it is charged; and

WHEREAS, the Board is permitted under the law to retain the services of an attorney; and

WHEREAS, the Attorney is duly licensed to practice law in the State of New Jersey and is willing to provide professional services for the Board as hereinafter provided in this Agreement.

THEREFORE, the Board shall engage the services of the Attorney, and in consideration of the mutual promises contained in this Agreement and in reliance on the above recitals, the parties agree as follows:

1. The Attorney will provide the Board, its agents, representatives or employees, advice by telephone or conference; attend all meetings as requested by the Board; prepare all legal documents, correspondence or other communication as requested by the Board; prosecution of any legal or equitable action or other claims; representation before governmental agencies or bodies; keep the Board informed of updates as to law; and perform such other legal services as requested by the Board;

2. For the services described in paragraph 1 above, the Board agrees to pay the Attorney the sum of one hundred dollars (\$100.00) per hour not to exceed the budgeted line item payable monthly upon submission by the Attorney of an itemized bill of services rendered and execution of the appropriate voucher or purchase order. In addition, the Board agrees to reimburse the Attorney for all reasonable, necessary and actual out-of-pocket expenses incurred in connection with the above services, payable upon presentation of a statement of the amount of those expenses upon the appropriate voucher or purchase order to the Board;

3. This Agreement shall be effective April 1, 2015, and shall continue in effect until March 31, 2016;

4. The Attorney shall only perform those services as directed by the Board at a public meeting or by the Director of the Board;

5. The Attorney shall meet with a member of the Board when requested to review legal invoices;

6. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief available to the prevailing party;

7. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey;

8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this Agreement and has been duly communicated to the party giving notice;

9. This Agreement is contingent upon the Board's continued authorization and availability to fund same; and

10. This Agreement constitutes the entire agreement of the parties and shall not be modified or amended except by a writing executed by both parties.

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 1
TOWNSHIP OF MOUNT HOLLY

WITNESS/ATTEST:



STEPHANIE HAINES, CLERK

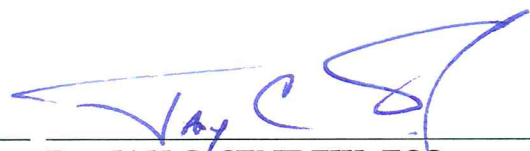


By: DONALD W. PIKE, CHAIRMAN

WITNESS/ATTEST:

SENDZIK & SENDZIK, P.C.





By: JAY C. SENDZIK, ESQ.