SALEM COUNTY IMPROVEMENT AUTHORITY
RESOLUTION 2016-101
December 29, 2016

RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING HIRING A PART-TIME EXECUTIVE DIRECTOR

WHEREAS, the Salem County Improvement Authority ("SCIA") requires the services of a qualified, part-time Executive Director; and

WHEREAS, SCIA has taken steps to obtain a list of qualified candidates from which to choose; and

WHEREAS, after careful consideration and deliberation, it has been determined that Julie Acton is the most qualified candidate for the part-time Executive Director position based on her education, background and overall experience;

NOW, THEREFORE, BE IT RESOLVED by the Salem County Improvement Authority Board Julie Acton shall be hired as the part-time Executive Director at a salary of $50,000 per year, effective January 1, 2017, and that Julie Acton is hired for a three-year term to expire on December 30, 2019, as per the attached Contract.

ATTEST:

Paul Williams, Secretary

Robert Widdifield, Chairman

December 29, 2016

Date

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held December 29, 2016.

Paul Williams, Secretary

***RECORDED VOTE***

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SALEM COUNTY IMPROVEMENT AUTHORITY
EMPLOYMENT FOR THE POSITION OF PART TIME
EXECUTIVE DIRECTOR

This Agreement ("Agreement") is made this 29th day of December 2016, between the Salem County Improvement Authority ("SCIA") and Julie A. Acton ("Employee").

In consideration of the mutual covenants and agreements herein contained, SCIA and Employee agree as follows:

1. EMPLOYMENT. Pursuant to the terms and conditions of this Agreement, SCIA agrees to employ Employee as its Executive Director and Employee agrees to serve as the Executive Director of SCIA and to render services to SCIA as set forth herein.

2. TERM. The term of this Agreement is from January 1, 2017, to December 30, 2019. This Agreement may be renewed for additional one-year periods as set forth therein.

3. DUTIES.

A. Employee shall work thirty (30) hours per week and shall not exceed thirty (30) hours per week. Employee shall have discretion which days and hours per week, but all work shall be performed during SCIA’s normal working hours (8:00 a.m. – 4:00 p.m.) Monday through Friday, excluding weekends. Employee’s schedule shall be consistent week-to-week.

B. Employee shall work at the main office of the Authority as established by the Board, and/or at any other place or places as directed by the Board.

C. Employee shall report directly to and be accountable to the Board with respect to the performance of the duties set forth in the job description attached as Exhibit A and incorporated into this Agreement. Additional duties may be determined by the Board from time to time in its sole discretion.

D. Employee shall perform Employee’s duties as Executive Director in accordance with the law of the State of New Jersey, and bylaws, rules, regulations and policies of the Authority, which have been or may be adopted by the Board from time to time in its sole discretion.

E. Employee shall not become employed at, accept appointment to, or otherwise provide services to any business or organization that does business with SCIA that may give rise to a conflict of interest as defined in SCIA’s Conflict of Interest Policy (Policy 2.6).

F. Employee shall not have the Authority to bind SCIA to any contracts, commitments or agreements without first obtaining the written consent of the Board, unless such agreement is specifically authorized by bylaws, policy or resolution adopted by the Board.
G. Employee will also complete all duties and responsibilities attendant to the positions of OPRA Officer, Public Access Officer and any other titles as may be required.

4. COMPENSATION

A. **Salary.** Employee shall receive an annual salary of fifty thousand dollars ($50,000). The method and timing of payment shall be in accordance with SCIA payroll policies.

B. **Health Benefits.** Employee shall not receive medical, dental, or any other health insurance benefits.

C. **Expenses.** SCIA shall reimburse Employee for reasonable and necessary expenses of business-related travel upon submission of receipts.

D. **Cellular telephone.** SCIA will reimburse Employee up to $100.00 per month for a cellular telephone with business-class service with a voice and data plan of Employee's choice.

E. **Sick/Personal Leave.** Employee shall be entitled to ten (10) personal days and five (5) sick days per year. Use of these days is governed by SCIA's personnel policy as it otherwise applies to hourly employees.

F. **Vacation.** Employee shall not be entitled to vacation leave.

G. **Holidays.** In the event the Employee's regularly scheduled work day falls on a holiday recognized by SCIA's Holiday Policy (6.1), Employee shall be entitled to compensation for that day and credit for the number of hours regularly worked on that day.

5. **INDEMNIFICATION.** SCIA shall defend, indemnify and hold Employee harmless from and against any claim, loss or cause of action arising from or out of Employee's performance as Executive Director so long as employee's actions are within the scope of Employee's authorized duties.

6. **TERMINATION.** Employee's employment shall terminate upon the occurrence of any of the following events:

A. **Resignation by Employee upon two weeks' notice to SCIA.**

B. **Termination for cause, which is defined as follows:**

1. Indictment or conviction (including a plea of *nolo contendere*) of an indictable or disorderly person's offense, if, in the case of a disorderly person's offense, the offense involves any federal, state or local law (i) applicable to the business of SCIA, or (ii) involves fraud, dishonesty, or moral turpitude;

2. Employee's dishonesty, fraud, unethical or illegal act, misconduct, misappropriation or embezzlement involving SCIA;
3. Employee’s failure to adequately perform Employee’s duties and responsibilities to SCTA, which performance deficiencies continue thirty (30) days after the Board shall have provided to Employee written notice setting forth the nature of the performance deficiencies; or

4. Any breach of any of the terms or conditions of this Agreement.

7. NOTICE OF NON-RENEWAL. In the event written notice is not given by either party to this Agreement to the other of its intent not to renew this Agreement at the end of the term, this Agreement shall be extended on the same terms and conditions as herein provided, for an additional period of one year. Such notice must be given at least thirty days prior to the termination date. The Agreement shall continue thereafter for one year periods unless either party gives at least thirty days written notice to the other party that that the party does not wish to extend this Agreement for an additional term. Written request by the Board to modify or renegotiate the terms of the Agreement shall be considered a notice of non-renewal if the subsequent negotiations do not lead to a mutually acceptable agreement.

8. GENERAL PROVISIONS.

A. This Agreement constitutes the complete and sole agreement between the parties.

B. This Agreement is binding upon the parties, their successors and assigns, and legal representatives.

C. Failure to insist on strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of any of the terms herein.

D. This Agreement shall not be modified except upon the mutual agreement of the parties as set forth in writing.

E. If any provision of this Agreement shall be deemed illegal or unenforceable, the remaining provisions shall continue in full force and effect.

F. By signing below, the parties acknowledge that they have read, understand and have the authority to enter this Agreement.

SALEM COUNTY IMPROVEMENT AUTHORITY

By: Robert Widdifield, Chairman

Julie A. Acton

December 19, 2016
Date

12/29/16
Date
Title: Part-Time Executive Director

General Function:

The Part-Time Executive Director is responsible to the Board for coordinating and directing the overall functions of the Authority. The Part-Time Executive Director is subject to the policies established by the Board and applicable State and Federal law and shall have general supervisory authority and responsibility over the day-to-day activities and divisions of the Authority.

Major Areas of Responsibility:

- Oversee the Solid Waste Division
- Develop an employee-oriented culture that emphasizes quality, continuous improvement and high performance
- Accomplish financial objectives
- Serve as personnel Officer/Human Resources Director

Specific Responsibilities:

- Oversee the implementation of SCIA Personnel Policies and Human Resources programs. Monitor adherence to established standards and procedures. Identify opportunities for improvement and resolve any discrepancies.
- Serve as the Personnel Officer and is responsible for conducting interviews with all prospective applicants for appointment, employment or promotion and make recommendations to the Board. Additionally, is responsible to promote, remove, suspend and discipline employees in accordance with policy.
- Develop and monitor an annual budget with the assistance of the Division Manager.
- Serve as the purchasing agent in accordance with Local Public Contract Law, N.J.S.A. 40A:11-1, et seq.
- Prepare agendas, resolutions and supporting documents in consultation with the Executive Committee and Solicitor for regular and special meetings of the Board. Will attend all meetings.
- Prepare and compile all appropriate reports.
- Provide financing assistance to the County and its municipalities through the issuance of bonds.
- Maintain an effective public relations, communications and marketing campaign to promote the Authority’s objectives and programs.
- Perform other duties as may be required by law or as prescribed at the direction of the Board.

Preferred Job Requirements:

- Post-high school degrees from accredited community colleges, universities or trade schools
- Broad knowledge and experience at supervisory or executive level.
- Demonstrated leadership capability in a multi-faceted organization.
- Experience with governmental agencies and the intricacies of the political system.
- Above average skills in organizational management.
- An understanding of local and governmental financing and reporting.

Reporting:

The Executive Director reports only to the Board.

Compensation:

Compensation is determined by the Board.