

**SALEM COUNTY IMPROVEMENT AUTHORITY
RESOLUTION 2019-60
September 12, 2019
RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE AWARD OF A
CONTRACT FOR PROFESSIONAL SERVICES**

WHEREAS, the Salem County Improvement Authority (the "Authority"), will need the services of a Conflict Solicitor due to the anticipated unavailability of its current Solicitor; and

WHEREAS, professional services are exempt from public bidding pursuant to N.J.S.A. 40A:5-11 and N.J.S.A. 40A:11-1; and

WHEREAS, it is possible that the amount of the services will exceed \$17,500, requiring compliance with the "Play-to-Play" laws (N.J.S.A. 19:44A-20.4, et seq.); and

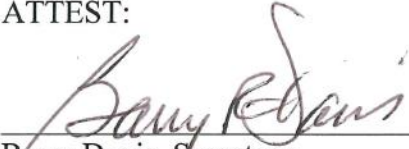
WHEREAS, the financial officer of the Authority has certified that the Authority has funds available and has provided a certification of available funds; and

WHEREAS, the Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing an appointment for the performance of professional services without public bids must be publicly advertised;

NOW THEREFORE, BE IT RESOLVED by the SCIA Board as follows:

1. The Chairman and Secretary are hereby authorized to execute the Contract for Professional Services Between the Salem County Improvement Authority and Michael A. Amino, Esquire, attached at Exhibit A, upon the resignation of Mark Shoemaker, Esquire as Authority Solicitor.
2. The Executive Director shall cause to be printed once in the Elmer Times a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the SCIA office.

ATTEST:



Barry Davis, Secretary



Cordy Taylor, Chairman

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority at a regular meeting held on September 12, 2019.



Barry Davis, Secretary

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE SALEM COUNTY IMPROVEMENT AUTHORITY AND
MICHAEL A. AIMINO, ATTORNEY AT LAW**

THIS CONTRACT is between the **SALEM COUNTY IMPROVEMENT AUTHORITY** (“SCIA”) and **MICHAEL A. AIMINO**, Attorney at Law of the State of New Jersey (“the Firm” or “Contractor”), with principal offices at 40 Newton Avenue, Woodbury, New Jersey 08096;

W I T N E S S E T H;

WHEREAS, the SCIA, has appointed Michael A. Aimino, Esquire, as Solicitor upon the resignation of Mark B. Shoemaker, Esquire, for a term expiring February 13, 2020, and the parties are desirous of setting forth the terms of their professional business arrangement;

NOW, THEREFORE, in consideration of the respective promises contained herein, it is hereby agreed by the parties as follows:

1. SCIA shall retain Michael A. Aimino, Esquire, (hereinafter “Attorney”) as Solicitor upon the resignation of Mark B. Shoemaker, Esquire, as SCIA’s Solicitor for a term expiring February 13, 2020, or until such time as a successor is appointed.

This Agreement, however, shall be terminated as follows:

(a) At the end of the Term, or upon written notice of termination given by either party at least thirty (30) days prior to the end of any Term. In such event, the Authority shall pay the Attorney any portion of the Attorney’s compensation, including, but not limited to benefits, which has not been paid to the Attorney until the effective date of such termination;

(b) On such other date as is mutually agreed by the parties in writing;

EXHIBIT A

(c) In the event of the Attorney's death, disability, or other incapacity, resulting in the inability of the Attorney to perform the Services set forth herein, this Agreement may be terminated and all compensation due hereunder shall cease as of the date of the Attorney's death, disability or other incapacity. In such event, the Authority shall pay the Attorney any portion of the Attorney's compensation, including, but not limited to benefits which have accrued prior to the effective date of such termination; or

(d) In the event of a continuing material breach hereof by the Authority, upon thirty (30) days written notice of such breach to the Authority. In such event, the Authority shall pay the Attorney any portion of the Attorney's compensation, including, but not limited to benefits, which has not been paid to the Attorney until the effective date of such termination.

2. Attorney shall perform all legal services requested by the SCIA or as is customary to the position of Solicitor/General Counsel.

3. In consideration for all legal services required hereunder, Attorney shall be paid in accordance with the invoices to be presented based on billing methods which comply with Section 1.5 of the Rules of Professional Conduct governing Attorneys-at-law of the State of New Jersey as promulgated by the New Jersey Supreme Court. All work for the SCIA will be billed at the rate of \$150.00 per hour. In addition, all necessary expenses incurred, including filing fees, overnight/courier services, and extraordinary copying, shall be reimbursed within a reasonable time after presentation of documentation confirming the expenditure.

4. The parties acknowledge that Michael A. Aimino, Esquire, will be principally responsible for all legal services rendered hereunder, however it is further

understood and agreed that other members of the Firm may provide services to SCIA in necessary or desirable instances and the same shall be billed at standard hourly rates for such services which shall not be in excess of the hourly rates set forth in this Agreement.

6. The parties to this Contract agree to incorporate into this Contract the mandatory language of Subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Attorney agrees to comply fully with the terms, provisions and obligations of said Subsection 3.4(a), provided that said Subsection shall be applied subject to the terms of Subsection 3.4(d) of said Regulations. The parties to this Contract agree to incorporate into this Contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Attorney agrees to comply fully with the terms, provisions and obligations of said Section 5.3.

7. This contract is entered pursuant to the authority of the Resolution of the Salem County Improvement Authority adopted on August 8, 2019, and of N.J.S.A. 40A:11-5.

8. This Contract is being awarded pursuant to a Non-Fair and Open Process, N.J.S.A. 19:44A-20.8, et seq.

9. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant

to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval


Certificate of Employee Information Report

Employee Information Report Form AA302

IN WITNESS WHEREOF, the parties or their designees have hereunto set their hands and seals hereon below, to be effective as of the day and year first above written.

ATTEST:

Salem County Improvement Authority



By: Barry Davis, Secretary


By: Cordy Taylor, Chairman

ATTEST:

Law Office of Aimino & Dennen


By: Julie A. Acton


By: Michael A. Aimino, Esquire