

**RESOLUTION 22-  
APPOINTING GENERAL COUNSEL**

Commissioner            offered the following resolution and moved its adoption:

**WHEREAS**, the Monmouth County Improvement Authority (the “Authority”) is authorized, pursuant to the County Improvement Authorities Law (N.J.S.A. 40:37A-44 et seq) (The “Act”) to issue bonds for the purpose of financing and refinancing the costs of projects authorized by the Act; and

**WHEREAS**, the Authority has determined that it is in the best interest of the citizens of Monmouth County (the “County”) to appoint a general counsel to the Authority and to authorize a contract with said counsel for the purpose of obtaining legal advice with respect to Authority matters as and when needed; and

**WHEREAS**, said position involves the rendering of professional services within the meaning of the Local Public Contracts Law and, therefore, may be appointed and a contract entered into without competitive bidding;

**NOW, THEREFORE, BE IT RESOLVED BY THE MONMOUTH COUNTY  
IMPROVEMENT AUTHORITY AS FOLLOWS:**

1. Dennis A. Collins, Esq. is hereby reappointed general counsel to the authority for a period of one (1) year from the date hereof.
  
2. A Contract has been negotiated with Dennis A. Collins, Esq. and approved by the Authority.

Seconded by Commissioner    and adopted by the following roll call vote.

Ayes:            Commissioners

Nays:

Abstain:

Absent:

CERTIFICATION

I hereby certify that the above to be a true copy of  
a resolution adopted by the Monmouth County  
Improvement Authority at a meeting held on  
February 3, 2022

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## CONTRACT FOR ATTORNEY'S SERVICES

Between: **MONMOUTH COUNTY IMPROVEMENT AUTHORITY**

And: **DENNIS A. COLLINS, ESQ.,**

THIS AGREEMENT entered into as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between the MONMOUTH COUNTY IMPROVEMENT AUTHORITY( the "Authority"), and DENNIS A. COLLINS, ESQ. (Attorney), an attorney licensed to practice in the State of New Jersey, which said contract is exempt from the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), by reason of the nature of the service to be performed.

### WITNESSETH:

WHEREAS, the Authority desires to engage this Attorney to provide legal services and assistance; and

WHEREAS, the Attorney desires to undertake to render such services;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

1. The Authority hereby engages this Attorney, and the Attorney hereby agrees to perform the following services:
  - a. Make himself available in order to render all necessary legal services required by the Authority.
  - b. Make himself available to attend all meetings of the Authority, including workshop sessions and public meeting sessions;
  - c. Communicate with the various members of the Authority, the employees of the Authority, and other representatives of the Authority who may have business with the Authority and require the attention of the Attorney for the Authority;
  - d. Advise the Authority and its members concerning legal matters and any other matters that may require a legal opinion;
  - e. Make himself available to render legal services for litigation in which the Authority may be involved.

2. This Agreement shall remain in full force and effect from February 15, 2022 through February 15, 2023 but shall be subject to termination by the Authority in its sole discretion.

3. There shall be no fee for a retainer. It is contemplated that Attorney will be compensated on a per transaction basis consistent with standard fees associated with General Counsel participation in financing transactions which is \$5,000.00. It is specifically understood and agreed that legal services concerning litigation or other matters outside the per transaction compensation shall be paid as and for legal fees in connection with those services at the rate of \$175.00 per hour. Such hourly charges may only be incurred following formal direction from the Authority and/or the Authority Chairperson.

4. In the event the Attorney shall be entitled to fees over and above the transactional compensation, he shall submit an itemized statement of services rendered for amounts due arising out of services rendered in connection with litigation and other services. Such additional fees may also include:

- a. Legal services rendered to the Authority by a research assistant - \$40.00 per hour;
- b. Photocopying when and as required - \$.25 per page;
- c. Out-of-pocket expenses, including filing fees, recording fees, etc. to be reimbursed in the amount actually expended.

5. The services to be performed hereunder shall be rendered by Dennis A. Collins, Esq. or, in the event he is unable to be present, by an attorney competent in the field and duly licensed to practice in the State of New Jersey. In the event that this attorney is unavailable for a particular meeting, the Authority shall have the right to accept or reject any other attorney proposed as a replacement.

6. It is hereby agreed that the Attorney shall furnish legal services as set forth above and the Authority shall make payments of same in accordance with the terms of this agreement.

7. The Attorney agrees to perform this contract according to the Affirmative Action Law, P.L. 1975 C. 127(N.J.A.C. 17:27), Rules and Regulations and the Mandatory Affirmative Action clauses attached hereto and made a part hereof as Exhibit A.

8. This contract has been awarded to Dennis A. Collins, Esquire based upon the merits and abilities of Dennis A. Collins, Esquire to provide the goods or services as described herein. This contract was awarded through the "alternative process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Collins, Vella and Casello, LLC , its subsidiaries, assigns, or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44-8 or 19:44A-16, in the one (1) year period preceding the award of the 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 the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

9. The Authority Attorney represents that he has insurance for Errors and Omissions by an insurance carrier licensed and/or authorized to do business in New Jersey, in an amount of not less than \$1,000,000.00 aggregate and will arrange for a Certificate of Insurance to be filed with the Authority Secretary,

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

ATTEST:

Monmouth County Improvement Authority

\_\_\_\_\_  
William Barham, Chairman

\_\_\_\_\_  
Marion Masnick, Secretary

\_\_\_\_\_  
Dennis A. Collins, Esq.

## EXHIBIT A

### P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

#### PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agent Compliance Officer setting for the provisions of this nondiscriminating clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, notice, to be provided by the agency contracting officer advising to labor union or workers' representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports and other documents to the Affirmative Action Office as may be requested from the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).