

BOROUGH OF RED BANK
COUNTY OF MONMOUTH

RESOLUTION NO. 22-101

RESOLUTION RETAINING SCOTT SALMON, ESQ. OF JARDIM, MEISNER AND SUSSE
TO ACT AS SPECIAL COUNSEL FOR THE BOROUGH OF RED BANK

WHEREAS, the Borough of Red Bank (the “Borough”) requires a legal opinion as to whether it should commission an investigation into potential interference with the Borough’s original sanitation contract bid during the summer of 2020 and/or the subsequent release of confidential information related thereto in August 2020; and

WHEREAS, Scott Salmon, Esq. of Jardim, Meisner and Susser has provided the Borough with a Proposal to act as Special Counsel to provide the aforementioned legal opinion, which Proposal is attached hereto as Exhibit A; and

WHEREAS, the value of the services to be provided by Scott Salmon, Esq. of Jardim, Meisner and Susser under the Proposal will not exceed \$7,500.00; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), requires the public advertisement of notice with respect to contracts for professional services awarded without competitive bids;

NOW THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Red Bank as follows:

- 1. Scott Salmon, Esq. of Jardim, Meisner and Susser is hereby appointed as Special Counsel to the Borough for the purposes set forth in this Resolution for a term not to exceed one (1) year.
- 2. The Mayor, on behalf of the Borough, is authorized and directed to execute the Proposal, attached hereto Exhibit A, with Scott Salmon, Esq. of Jardim, Meisner and Susser.
- 3. No appropriation of funds is required at this time.
- 4. The contract is awarded without competitive bidding as a professional service under the provisions of N.J.S.A. 40A:11-5(1)(a)(i).
- 5. That a notice in accordance with this Resolution and the New Jersey Local Public Contracts Law shall be published at least one time in the Borough’s official newspaper.
- 6. That a certified copy of this Resolution shall be provided to the Mayor, Borough CFO, Borough Tax Assessor, and Scott Salmon, Esq.

	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT	<div>I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Red Bank, In the County of Monmouth at a Meeting held on April 27, 2022.</div> <div>Laura Reinertsen</div> <div>Laura Reinertsen, Borough Clerk</div>
Councilwoman Mirandi			x				
Councilwoman Sturdivant			x				
Councilwoman Triggiano			x				
Councilman Ballard			x				
Councilman Zipprich	x		x				
Councilwoman Horgan		x	x				
Mayor Menna							
ON CONSENT AGENDA	Yes _x		No __				

PROFESSIONAL SERVICES AGREEMENT FOR APPOINTMENT OF SCOTT SALMON, ESQ. AS SPECIAL COUNSEL ON BEHALF OF BOROUGH OF RED BANK, MONMOUTH COUNTY, NJ

THIS AGREEMENT is made between the Borough of Red Bank (hereinafter "Borough"), a municipal corporation of the State of New Jersey, and Scott Salmon, Esq. of Jardim, Meisner and Susser, 30B Vreeland Road, Suite #100, Florham Park, NJ 07932, Tel: 973-845-7634.

("Special Counsel"), collectively "the Parties".

In consideration of the mutual agreements contained in this Agreement and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. Special Counsel shall provide professional legal services; specifically, a Report opining as to whether the Borough should commission an independent investigation of the facts and circumstances regarding potential interference with the Borough's sanitation contract bid during the summer of 2020 and/or the subsequent release of confidential information related thereto in August 2020.
2. Upon completion of the investigation Special Counsel shall provide a written report setting forth its findings, conclusions and suggested corrective action(s), if any. The six (6) copies of which shall be submitted in a sealed envelope to the Clerk of the Borough for distribution to the Mayor and Council.
3. The Report prepared by Special Counsel shall be the sole property of the Borough. Special Counsel shall not distribute, reproduce or communicate the contents of the report without the authorization of the Borough or compelled by law.
4. The Borough shall pay to Special Counsel and agrees to accept as full payment of fees not to exceed Seven Thousand Five Hundred Dollars and Zero cents (\$7,500.00) which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the Borough as follows:
 - a. Special Counsel shall be paid for actual time devoted to work for the Borough including meetings with Borough officials, conferences and telephone conferences and all necessary travel time at the following rates: for professional services provided by Scott Salmon, Esq. at the rate of

One Hundred Fifty Dollars (\$150.00) per hour for work actually performed, billed at 6 minute intervals.

b. In addition, reimbursement of expenses shall be paid on the basis of monthly statements rendered by the Special Counsel to the Borough.

5. The status of the Special Counsel under this Agreement shall be that of licensed attorney at law, providing professional legal services to the Borough under this Agreement and Special Counsel shall not be considered an employee of the Borough for any purpose.

6. Borough shall provide access to Special Counsel to review documents and interview elected officials, appointed representatives of the Borough and Borough employees as determined by Special Counsel in its sole discretion. The Borough agrees to facilitate the access to documents and individuals.

Attest:_____

Scott Salmon, Esq.; Special Counsel
Jardim, Meisner & Susser, PC

Date:_____

Attest:_____

Mayor Pasquale Menna

Date:_____