

PROFESSIONAL SERVICES CONTRACT
BETWEEN THE COUNTY OF SALEM
AND SALEM COUNTY LABOR COUNSEL
DAVID J. PUMA, ESQUIRE

THIS CONTRACT, made effective as of the 1st day of January 2008 by and between the COUNTY OF SALEM, a political subdivision of the State of New Jersey, with principal offices located at 92 Market Street, Salem, New Jersey 08079; and DAVID J. PUMA, ESQ., Attorney at Law of the State of New Jersey, with principal offices at 107 West Broadway, Salem, New Jersey 08079;

WITNESSETH;

WHEREAS, DAVID J. PUMA, ESQ. and the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SALEM, (hereinafter, "the Board"), on behalf of the COUNTY OF SALEM, have appointed David J. Puma, Esq. as County Labor and Litigation Counsel for a term of office expiring on December 31st, 2008 and are desirous of setting forth the terms of this employment and professional business arrangement;

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

1. The BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SALEM, acting on behalf of the County, hereby hires and employs David J. Puma, Esq. as County Labor and Litigation Counsel for a term of office which expires on December 31st, 2008. David J. Puma, Esq. hereby accepts said employment and agrees to render to the best of his ability all legal services required by the County during the term of this employment.

2. **David J. Puma, Esq.** shall perform legal services requested by the **Board or its authorized representatives**, regarding traditional Labor negotiations, New Jersey Department of Personnel matters and other Labor and/or litigation matters involving Salem County. **David J. Puma, Esq.**, shall be principally responsible for the rendering of the legal services hereunder, however it is understood and agreed that other attorneys of Puma, Telsey & Rhea, P.A. ("the Firm") may provide services hereunder in lieu thereof when necessary or desirable.

3. **David J. Puma, Esq.** shall be paid to perform the duties of County Labor Counsel with a salary of **Forty Thousand (\$40,000.00) Dollars**, or as otherwise finally fixed by the Board, per annum in consideration for all legal services which may or may not be required of him. Said salary shall be paid in accordance with the regular salary payment schedule of other employees of the County of Salem. In addition, for extraordinary matters, including all litigation; trials or other proceedings before the Merit System Board or the Office of Administrative Law; all Internal Investigations; and/or mediation or other proceedings before the Public Employee Relations Commission, an hourly rate not to exceed \$250.00 for David J. Puma, Esq. and/or other partners of the Firm having 10 or more years of experience representing a public employer, and \$150.00 for associate attorneys of the Firm, shall be paid by the **County of Salem** within a reasonable time following certification of actual time expended for the any such legal services in accordance with the County's voucher payment process.

4. **David J. Puma, Esq.** is presently covered by health insurance from another source, and accordingly waives the health insurance benefits package offered to other regular officers and employees of the County of Salem.

5. 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 **David J. Puma, Esq.** 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.

6. 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 **David J. Puma, Esq.** agrees to comply fully with the terms, provisions and obligations of said Section 5.3.

7. All necessary litigation expenses and other certain clerical business expenses incurred or advanced by attorney of the Firm shall be reimbursed by the **County of Salem** within a reasonable time after presentation of documentation confirming the expenditure. The **Board** shall reimburse other primarily clerical business expenses incurred in provided services to the **County of Salem** hereunder, including extraordinary copying, postage, courier fees, long distance telephone and other conference calls, on-line computer legal research and other expenses at the rates customarily charged by the Firm.

8. A copy of the attorney's New Jersey Business Registration Certificate is attached hereto. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must

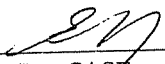
collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

9. **FAIR AND OPEN PROCESS**

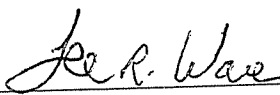
This Contract was awarded pursuant to a fair and open process conducted in accordance with N.J.S.A. 19:44A-20.4.

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.

On Behalf of the
**BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF SALEM**

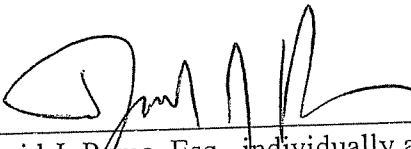


EARL R. GAGE
Clerk of the Board

By: 

Lee R. Ware, Director





David J. Puma, Esq., individually and
as President of Puma, Telsey & Rhea, P.A.