

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 102-2020**

**AUTHORIZING AWARD OF CONTRACT FOR LABOR RELATIONS
ATTORNEY SERVICES PURSUANT TO N.J.S.A 40A:11-5 AND IN
ACCORDANCE WITH N.J.S.A. 19:44A-20.5, ET SEQ.**

WHEREAS, the City of Northfield is in need of the services of a Labor Relations Attorney as a professional service; and

WHEREAS, N.J.S.A. 40A:11-5 specifically exempts professional services from provisions of public bidding; and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield to appoint Gruccio, Pepper, DeSanto & Ruth, P.A., 817 E. Landis Avenue, Vineland, New Jersey, as the City's Labor Relations Attorney, for the fee of \$140.00 per hour, and

WHEREAS, the anticipated value of the acquisition will exceed \$17,500.00, and funds are available for this purpose; and

WHEREAS, pursuant to N.J.S.A 19:44A-20.5, also known as "Pay to Play" law, Gruccio Pepper DeSanto and Ruth has completed and submitted a Business Entity Disclosure Certification which certifies that Gruccio Pepper DeSanto and Ruth has not made any reportable contributions to a political or candidate committee in the City of Northfield in the previous one year.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Gruccio, Pepper, DeSanto & Ruth, 817 E. Landis Avenue, Vineland, New Jersey as Labor Relations Attorney for the City of Northfield, for a term ending December 31, 2020, for the fee of \$ 140.00 per hour for legal services as defined in the contract. This contract is awarded pursuant N.J.S.A. 40A:11-5 and in accordance with N.J.S.A. 19:44A-20.5, et seq.

WHEREAS, the estimated value of the contract for the specified term is \$18,000.00. This amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

BE IT RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-155-200.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 12th day of May 2020.



Mary Canesi, RMC, Municipal Clerk

Roll Call:

Aye: Dewees, Korngut, Madden, O'Neill, Smith, Utts, Perri

Nay:

Abstain:

Absent:

AGREEMENT

THIS AGREEMENT effective as of May 29, 2020, by and between:

THE CITY OF NORTHFIELD, with offices at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter called the Party of the First Part); and

LAWRENCE A. PEPPER, JR. and GRUCCIO, PEPPER, De SANTO AND RUTH, P.A. of 817 East Landis Avenue, P. O. Box 1501, Vineland, New Jersey, 08362-1501, (hereinafter called the Party of the Second Part).

WITNESSETH:

FOR AND IN CONSIDERATION of the premises and of the mutual covenants and conditions hereinafter set forth, the said Parties do covenant and agree as follows:

1. The Party of the Second Part represents that he and other members of the law firm of Gruccio, Pepper, De Santo and Ruth, P.A. are specially qualified as a professional in rendering services in the field of collective bargaining negotiations, personnel administration, employer-employee relations and other related matters in this field.
2. This contract is being entered into with said professional pursuant to the provisions of Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. the Party of the First Part having heretofore determined that the Party of the Second Part is qualified to perform the services.
3. The Party of the First Part further finds that the compensation to be paid to the Party of the Second Part as set forth herein is a fair and reasonable basis of payment for services to be rendered.
4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue until December 31, 2020 unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the other, addressed to the addresses aforesaid.
5. The Party of the Second Part shall furnish the Party of the First Part with all specialized services requested by the Party of the first Part, from time to time during the term of this contract, in the fields of collective bargaining negotiations, personnel administration, employer-employee relations, including the furnishing of advice, guidance and consultation pertaining to the same, conferring with City officials regarding representation proceedings, existing contractual arrangements, an analysis of all existing contracts, preparing strategy for collective bargaining negotiations, negotiating the collective bargaining agreements, preparation of proposals, analysis of counter proposals, preparing economic analysis of contract proposals, conferring with administrative personnel, representation during mediation, fact-finding or arbitration, if required, grievance handling and such other matters

pertaining to labor or labor relations as may be requested by the City from time to time.

6. None of the services aforesaid shall be performed without a request from an appropriate official of the City.

7. The Party of the First Part shall pay said professional, the Party of the Second Part, and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, a fee of One Hundred Forty (\$140.00) Dollars per hour, which shall be paid from time to time upon the submission of proper verified legal statements on City forms, detailing the work actually performed.

8. It is understood and agreed that the aforesaid compensation does not include the cost of toll telephone calls, photocopy expenses, postage, travel expenses, including tolls and mileage, together with any extraordinary expense required to be incurred in the performance of services under this contract, not included in the above categories, such as Court costs, expert witness fees, or other similar costs shall be paid in addition to the aforesaid hourly fee for services.

9. It is understood and agreed that the Party of the Second Part shall not be construed as an employee of the City of Northfield for any purpose but as an independent professional contractor for services.

10. The execution of this contract has been authorized on behalf of the City of Northfield by Resolution No. 102-2020 dated May 12, 2020.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

ATTEST:



Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD

By: 

Erland Chau, Mayor

WITNESS:



**GRUCCIO, PEPPER, De SANTO
& RUTH**

By: 

LAWRENCE A. PEPPER, JR.