

CITY OF VINELAND

RESOLUTION NO. 2018-107

RESOLUTION RATIFYING AND CONFIRMING THE APPOINTMENT AND RE-APPOINTMENT OF THOMAS M. CORRIGAN, ESQ. BRIDGETON, NJ TO THE POSITIONS OF MUNICIPAL PROSECUTOR AND CHIEF MUNICIPAL PROSECUTOR RESPECTIVELY, FOR THE VINELAND MUNICIPAL COURT

WHEREAS, on March 23, 2016, the Mayor of the City of Vineland notified the City Council of the City of Vineland, of his intention to appoint Thomas M. Corrigan, Esq., to the position of Chief Prosecutor for the Vineland Municipal Court in accordance with Section 110-19 of the Code of the City of Vineland and requested the same be ratified and confirmed, said appointment being for a term of one year in accordance with NJSA 2B: 25-4 commencing upon the adoption of a resolution ratifying and confirming the same and terminating one year thereafter provided further that the appointments continue to serve until replaced or reappointed ; and

WHEREAS, on March 23, 2016, the Mayor of the City of Vineland further notified the City Council of the City of Vineland of his intention to appoint and fill the position of Municipal Prosecutor which said appointment was ratified and confirmed by the City Council of the City of Vineland, said appointment being for a term of one year; and

WHEREAS, the terms for the Chief Prosecutor and Prosecutor of the Vineland Municipal Court have expired and those appointed on March 23, 2016 continued to serve in accordance with N.J.S.A. 2B:25-4; and

WHEREAS, after consideration of the qualifications and service provided by Thomas Corrigan, Esq. as well as the need to have all defendants be treated fairly and equally by the prosecutor and taking into consideration the reduction of Court hours as a result of the efficient operation of the Court by its administration, jurists and prosecutors, the Mayor has determined that, at the present time, one person will be able to effectively serve as prosecutor, although that may be reconsidered after the Court begins evening hours to better serve the public; and

WHEREAS, on March 2, 2018 Mayor Fanucci notified the City Council of his intention to appoint Thomas Corrigan, Esquire to serve both prosecutorial positions specified in Section 110-19 of the Code of the City of Vineland, said appointments being for a period of one year commencing March 13, 2018; and

WHEREAS, the City Council finds that Thomas Corrigan, Esquire meets all of the qualifications required to serve in the capacity of Chief Prosecutor and Prosecutor and that the appointments will be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the appointments of Thomas M Corrigan, Esq., to the position of Chief Prosecutor and Prosecutor for the Vineland Municipal Court are hereby ratified and confirmed.

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BE IT FURTHER RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute a Professional Services Agreement with Thomas M Corrigan, Esq. for the position of Chief Prosecutor and Prosecutor for the Vineland Municipal Court for a period of one year from the date of the adoption of this Resolution in the form and substance as attached hereto; and

Adopted:

President of Council

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Agreement made on April , 2016, between the City of Vineland, a Municipal Corporation of the State of New Jersey, with its principal office located at 640 East Wood Street Vineland, New Jersey, referred to as City, and Thomas M. Corrigan, Esq. with offices located at 463 East Commerce Street Bridgeton, New Jersey referred to as Professional.

RECITALS

A. Professional has received and reviewed the Request for Proposals for Two Part Time Municipal Court Prosecutors dated (hereinafter RFP, a copy of which is attached hereto and made a part hereof) and Professional has submitted a proposal dated upon which the City has relied in executing this Agreement (hereinafter Proposal, a copy of which is attached hereto and made a part hereof).

B. In accordance with City Code Section 110-19, the Mayor of the City of Vineland recommended to City Council the appointment of Professional as Chief Municipal Prosecutor as well as Prosecutor for the Municipal Court of the City of Vineland and City Council adopted Resolution 2018- ratifying and confirming the appointment.

C. Professional is licensed and qualified to practice law in the State of New Jersey and meets the qualifications as specified in NJSA 2B:25-4 and 5.

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

SECTION ONE. EMPLOYMENT

Professional has submitted a Proposal for the position of Chief Municipal Prosecutor and Prosecutor and City accepts said Proposals, on the terms and conditions set forth in this Agreement and proposal dated . Professional shall be an Independent Contractor and not an Employee of City which combined positions in total shall not exceed 29 hours per week.

SECTION TWO. TERM OF EMPLOYMENT

This Agreement is effective as of the date of the adoption of Resolution 2018- , and will remain effective for a period of 1 (one) year from the effective date, subject to the termination provisions of this Agreement. The parties agree that Professional shall continue to serve in accordance herewith until Professional is replaced or reappointed.

SECTION THREE. DUTIES

Professional is engaged to serve as Chief Municipal Prosecutor and Prosecutor as is more fully set forth in Section 1.3 of the RFP. Professional shall perform all of the duties as specified in NJSA 2B:25-5, the Code of the City of Vineland and the RFP and Proposals. City has discretion in setting the days of the week and hours in which the Municipal Court is open to the public, which shall include an evening session. Professional recognizes that service is required during all times that the Vineland Municipal Court is in session. Professional agrees to devote the time and attention necessary to perform his duties in a satisfactory manner which may include services outside of the Municipal Court, including legal research, motions and briefs. Professional shall also be responsible to prosecute any de novo appeals in the Superior Court without additional

compensation from City. City relies upon the expertise of Professional to perform the duties of Chief Municipal Prosecutor and Prosecutor fairly and justly.

SECTION FOUR. COMPENSATION

During the term of this Agreement, City will pay Professional an annual payment of \$65,000.00 for services performed on City's behalf. Professional's payment will be paid to him in weekly or biweekly installments in the discretion of City. Further, City may pay Professional additional sums should special sessions be required and separately funded. Excepting fees provided by outside sources, the compensation provided herein shall be in lieu of any and all other fees.

SECTION FIVE. OTHER BENEFITS

Professional acknowledges that he is not entitled to any other benefits including but not limited to health insurance, life insurance or membership in the Public Professional Retirement System as a result of employment with City. Professional shall not be entitled to any benefits given to Employees as Professional is considered an Independent Contractor.

SECTION SIX. EXPENSES

City shall not be responsible for the reimbursement of any expenses incurred by Professional. In the event that Professional is unavailable for any reason to serve and the second Municipal Prosecutor is also unable to serve, Professional shall obtain a replacement from the list of Alternate Municipal Prosecutors appointed in accordance with the Code of the City of Vineland. Further, should Professional be required to obtain a replacement to serve in the Municipal court due to his unavailability, he shall be responsible to cover the cost of obtaining a replacement and no cost shall be borne by City. Should Professional fail to obtain a replacement, City shall be permitted to obtain a replacement from the Alternate Municipal Prosecutors appointed in accordance with the Code of the City of Vineland and pay said Alternate Municipal Prosecutor by deducting from Professional's salary the cost incurred for such replacement up to the amount set forth in the said Code Section or in accordance with State Statute.

SECTION SEVEN. VACATION

Professional shall not be entitled to any vacation time.

SECTION EIGHT. WORK FACILITIES

City will furnish Professional with an office at the Vineland Municipal Court and will provide Professional with all equipment, technical, and clerical support necessary for the performance of his duties pursuant to this Agreement.

SECTION NINE. PROFESSIONAL LIABILITY INSURANCE

Professional will maintain professional liability insurance coverage insuring City and Professional for negligent acts or omissions which occur within the scope of Professional's professional duties.

SECTION TEN. CONFIDENTIAL INFORMATION

Professional understands that the services provided and documents generated may be subject to the Open Public Records Act (OPRA) Professional agrees not to disclose confidential information to any person or entity without first obtaining City's written consent and will cooperate with the release of information that is subject to release in accordance with OPRA. In the event Professional breaches this Section, City will be entitled, among other remedies, to injunctive relief prohibiting release of confidential information and requiring the release of documents in accordance with OPRA. This will include any documents that may be stored on Professional's personal non-City electronic devices. This Section will survive termination of this Agreement.

SECTION ELEVEN. TERMINATION OF EMPLOYMENT

This Agreement and the employment relationship between City and Professional will terminate on the occurrence of any of the following events:

1. City's discharge of Professional for reasonable cause;
2. Professional's failure or refusal to adequately perform duties of employment with City;
3. City's failure or refusal to adhere to the terms of this Agreement, or to the reasonable policies and regulations established by City;
4. Professional's conduct of his profession in a manner that is detrimental to City and/or the Vineland Municipal Court.
5. Suspension, revocation, cancellation, or other restriction of Professional's right to practice law in the State of New Jersey.
6. A finding by any Board, institution, or professional group that Professional has acted in an unprofessional, unethical, or illegal manner;
7. The death of Professional during the term of this Agreement, or
8. The expiration of this Agreement, however Professional agrees to continue to serve in the capacity of Chief Municipal Prosecutor until his re appointment or replacement.
9. Upon termination of employment, Professional shall immediately return to City all City property ,including but not limited to, all files, data, equipment, access cards, identification documents, keys and computers.

SECTION TWELVE. NOTICE

Any notice required pursuant to this Agreement must be in writing, and sent by registered or certified mail, return receipt requested, to City's principal office or Professional's last known office address.

SECTION THIRTEEN. GOVERNING LAW

This Agreement will be governed by the laws of the State of New Jersey.

SECTION FOURTEEN. BINDING ARBITRATION

Should any dispute arise regarding the terms of this Agreement, the parties agree that the dispute shall be submitted to binding arbitration in lieu of any court proceeding in accordance with the Uniform Arbitration Act NJSA 2A:23B-1 et seq.

SECTION FIFTEEN. MODIFICATION

This Agreement represents the entire agreement between City and Professional. No modification of this Agreement is valid unless it is in writing and signed by the parties.

SECTION SIXTEEN. ASSIGNABILITY

This agreement is not assignable.

SECTION SEVENTEEN. SEVERABILITY

Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined to be invalid, the invalidity will not impair the remaining provisions of this Agreement.

The parties have executed this Agreement on the date first written above.

Witness

Date

Thomas M. Corrigan, Esq.

Clerk, City of Vineland

Date

Anthony R. Fanucci, Mayor