

CITY OF VINELAND

RESOLUTION NO. 2021-207

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND DEMETRICIA L. TODD-RUIZ, ESQUIRE, FOR MUNICIPAL COURT SERVICES.

WHEREAS, Ordinance No. 4 established the position of Judge of the Municipal Court of the City of Vineland; and

WHEREAS, N.J.S.A. 2B:12-4 states that each Judge of a Municipal shall serve for a term of three (3) years from the date of his/her appointment and until his/her successor is appointed and qualified; and

WHEREAS, the Judge of the Municipal Court shall be appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, the Mayor of the City of Vineland has re-appointed Demetrica L. Todd-Ruiz, Esq. to serve as the Judge of the Vineland Municipal Court which appointment was ratified by City Council in accordance with Resolution 2020-462 ; and

WHEREAS, during her first term as Judge and subsequent to the re-appointment of Judge Todd-Ruiz, an unexpected leave of absence has occurred by Chief Judge Guy Killen causing Judge Todd-Ruiz to serve in the capacity of Chief Judge since October 9, 2020 and serving in his stead for numerous court sessions; and

WHEREAS, the employment agreement with both Judges includes a term that should either Judge be unable to serve due to vacation or illness, the other will serve in that capacity, however it was never anticipated that a Judge of the Vineland Municipal Court would be unable to serve for an extended and unexpected term, causing an unjust service by the alternate Judge and it is considered fair that, except for 12 sessions, which is considered fair, Judge Todd should be compensated the salary of Judge Killen for each session served beyond the 12 sessions at his salary prorated per session.

NOW, THEREFORE BE IT RESOLVED, that the Mayor is authorized to execute a Professional Services Agreement with Demetrica L. Todd-Ruiz to allow for compensation for services on behalf of the alternate Municipal Court Judge beyond 12 sessions per annum in the form and substance substantially similar to the agreement attached hereto commencing November 17, 2020 upon the adoption of Resolution 2020-462.

BE FURTHER RESOLVED that Judge Todd-Ruiz is be compensated for those sessions for which she served beyond 12 sessions from the salary set aside for the alternate Judge for calendar year 2020 and thereafter in accordance with the attached agreement.

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 Demetrica Todd-Ruiz, Esq. with offices located in the State of New Jersey, referred to as Professional.

### **RECITALS**

A. Professional has been considered for an appointment to the Bench of the Municipal Court for the City of Vineland on November 25, 2020 for a term of three years, or until reappointed or replaced, after the Mayor and City Council carefully reviewed her resume and found her to be qualified for the position.

B. In accordance with City Code Section 24-2, the Mayor of the City of Vineland recommended to City Council the appointment of Professional as Judge for the Municipal Court of the City of Vineland and City Council adopted Resolution 2020-462 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:12-7

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

### **SECTION ONE. EMPLOYMENT**

Professional has agreed to the terms of the City, on the terms and conditions set forth in this Agreement. Professional shall be a part time Employee of City.

### **SECTION TWO. TERM OF EMPLOYMENT**

This Agreement is effective as of the date of the adoption of Resolution 2020- , and will remain effective for a period of 3 (three) years from the effective date or until reappointed or replaced, 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 Municipal Court Judge as is more fully set forth in N.J.S.A. 2B:12-4 as well as the Rules of Court for the Courts of the State of New Jersey. Professional shall perform all of the duties as specified therein as well as the New Jersey Directives, and the Code of the City of Vineland.. City has discretion in setting the days of the week and hours in which the Municipal Court is open to the public, which may include an evening session. Professional recognizes that service is required during all times that the Vineland Municipal Court is in session and such time shall be shared with a second Part Time Municipal Court Judge. Professional agrees to devote the time and attention necessary to perform her duties in a satisfactory manner which may include services outside of the Municipal Court, including legal research and Opinions. If appointed as Chief Judge of the Municipal Court, Professional agrees to schedule Court Sessions by her and the second Part Time Municipal Court Judge fairly.

#### **SECTION FOUR. COMPENSATION**

During the term of this Agreement, City will pay Professional an annual payment of \$30,000.00 for services performed on City's behalf. Professional's payment will be paid to her 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.

Notwithstanding anything herein to the contrary, should Professional serve more than 12 (twelve) Court Sessions on behalf of the alternate Municipal Court Judge, she shall be entitled to receive the salary of the alternate Municipal Court Judge based upon a pro rata cost per session of the alternate Judge's salary.

#### **SECTION FIVE. OTHER BENEFITS**

Professional acknowledges that she 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.

#### **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 Court Judge is also unable to serve, Professional shall obtain a replacement from the list of Municipal Court Judges appointed in the State of New Jersey and authorized to serve in Cumberland County. Further, should Professional be required to obtain a replacement to serve in the Municipal court due to her unavailability, she 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 Municipal Court Judges appointed in accordance with the Laws of the State of New Jersey and pay said alternate Municipal Court Judge by deducting from Professional's salary the cost incurred for such replacement up to the amount set forth in accordance with State Statute.

#### **SECTION SEVEN. VACATION/SICK TIME**

Professional shall be entitled to any vacation time provided all sessions are covered by the second Municipal Court Judge or such alternate Municipal Court Judge in accordance with Section Six, herein above. Should Professional miss more than 10 (ten) sessions per annum requiring the alternate Municipal Court Judge to fill in, Professional's salary shall be reduced for each such session beyond 10 as set forth in Section Four and Section Six herein above.

#### **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 her 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 and in accordance with Directive 2-08:

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 her 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 or resignation 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 Municipal Court Judge until her re appointment or replacement.

## **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 the Presiding Municipal Court Judge and the Assignment Judge. Should the City be permitted, the matter will be resolved by 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

\_\_\_\_\_  
Demetrica Todd-Ruiz, Esq.

\_\_\_\_\_  
Clerk, City of Vineland

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ruben Bermudez, Mayor