

RESOLUTION NO. 2021- 303

A RESOLUTION AMENDING RESOLUTION 2021-207 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND DEMETRICA L. TODD-RUIZ, ESQUIRE, FOR MUNICIPAL COURT SERVICES.

WHEREAS, the City Council of the City of Vineland has adopted Resolution No. 2021-207 authorizing the execution of an amendment to a professional services agreement with Demetrica L. Todd-Ruiz, Esq. for her service as Judge of the Vineland Municipal Court and to compensate her for sessions for which she served beyond 24 sessions as a result of the absence of Judge Guy Killen, Esq from the bench: and

WHEREAS, the Professional Services Agreement Amendment allowed for compensation for a judge filling in for the alternate Judge beyond 10 sessions instead of 24 and therefore Resolution No 2021-207. has to be amended to conform with the Professional Services Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that Resolution No. 2021-207 be amended so as to compensate Judge Todd-Ruiz for those sessions for which she served beyond 10 sessions in each calendar year of 2020 and 2021 from the salary set aside for the alternate Judge in accordance with the Professional Services Agreement entered into by the parties, which amount totals \$16,492.00.

BE IT FURTHER RESOLVED that any portion of Resolution 2021-207 not so amended hereby shall remain in full force and effect.

Adopted:

President of Council

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Agreement made on June , 2021, 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 re-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 2020-462, 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

Commencing on the execution of this Agreement, City will pay Professional an annual payment of \$57,000.00 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

Anthony R. Fanucci, Mayor