

RESOLUTION NO. 2021-12

**RESOLUTION OF THE TOWNSHIP OF LACEY, COUNTY
OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE
APPOINTMENT OF ARMANDO RICCIO, ESQ. AS LABOR
COUNSEL AND THOMAS GANNON, ESQ. AS ALTERNATE
LABOR COUNSEL FOR THE TOWNSHIP OF LACEY**

WHEREAS, the Township of Lacey is in need of the services of Labor Counsel; and

WHEREAS, the maximum amount of the contract to be awarded under this resolution is as set forth in the 2021 Municipal Budget as needed; and

WHEREAS, the Township's Chief Financial Officer has determined and certified that the anticipated value of the contract will exceed \$17,500 and has certified that there are funds available for this contract, which certification is annexed hereto; and

WHEREAS although the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., authorizes the award of contracts for "Professional Services" without competitive bids, the Township issued a request for proposals for professional service contracts in compliance with Chapter 19, P.L. 2004; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the Contract itself must be made available for public inspection.

WHEREAS, all proposals were submitted to the Office of the Municipal Clerk by November 13, 2020; and

WHEREAS, the Township has reviewed the proposals submitted and recommends Armando Riccio, Esquire of Armando V. Riccio, LLC as Labor Counsel; and

WHEREAS, the Township has reviewed the proposals submitted and recommends Thomas Gannon, Esq. of Hirling, Gannon & McKenna as Alternate Labor Counsel; and

WHEREAS, the Township has determined that Armando Riccio, Esquire, and Thomas Gannon, Esquire of Hirling, Gannon & McKenna have the ability and expertise to perform the services required by the Township.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Lacey, County of Ocean, State of New Jersey, as follows:

1. That Armando Riccio, Esquire, of the firm Armando V. Riccio, LLC is hereby appointed as Labor Counsel for the township of Lacey for a term of one (1) year, commencing on January 1, 2021 and ending on December 31, 2021.

2. That Thomas Gannon, Esquire, of the firm Hiering, Gannon and McKenna is hereby appointed as Alternate Labor Counsel for the Township of Lacey for a term of one (1) year, commencing on January 1, 2021 and ending on December 31, 2021.

3. The Mayor is hereby authorized to execute and the Township Clerk to attest the attached Agreement with Armando Riccio, Esquire and Thomas Gannon, Esquire.

4. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because it is for services to be performed by a person authorized by law to practice a recognized profession.

5. This contract is awarded pursuant to a fair and open solicitation process in compliance with Chapter 19, P.L. 2004.

6. A notice of this action shall be printed once in the official newspaper of the Township of Lacey.

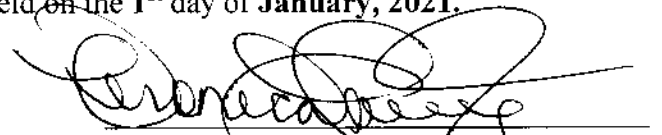
7. This resolution shall take effect January 1, 2021.

8. A certified copy of this resolution shall be provided by the Township Clerk to the Chief Financial Officer, Armando Riccio, Esquire and Thomas Gannon, Esquire.

9. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:

CERTIFICATION

I, **VERONICA LAUREIGH**, do hereby certify that I, the undersigned, am the Township Clerk of the Township of Lacey and am duly authorized to certify Resolutions adopted by the Township Committee at a regular meeting held on the 1st day of **January, 2021**.


VERONICA LAUREIGH, CMC/AAE
Municipal Clerk/Administrator

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **LINDA PICARO-COVELLO**, Chief Financial Officer for the Township of Lacey, do hereby certify that adequate funds are available for a contract with Armando Riccio, Esquire, of Armando V. Riccio, LLC and Thomas Gannon, Esquire of the firm Hering, Gannon and McKenna in the amount of \$10,000.00 and as amended by the adoption of the 2021 budget.

The funds which are available for this contract are found in the following line item appropriations or ordinances:

LINDA PICARO-COVELLO
Chief Financial Officer

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 1st day of **January, 2021**,

BETWEEN: **TOWNSHIP OF LACEY**, a municipal corporation of the State of New Jersey, having its principal offices located at 818 W. Lacey Road, Forked River, New Jersey 08731 (hereinafter referred to as "Township")

AND: **ARMANDO RICCIO, ESQUIRE**, having his principal offices located at 7 North Main Street, Medford, New Jersey 08055 (hereinafter referred to as "Attorney")

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Legal Services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. The Attorney(s) is hereby retained as Labor Counsel for a term not to exceed one (1) year commencing January 1, 2021 and terminating on December 31, 2021.
2. The Attorney(s) will, as requested by the Township, supervise and coordinate the management labor relations of the Township, including but not limited to, participation in collective bargaining negotiations, grievances and administrative proceedings, arbitration and litigation
3. For the services rendered, the Attorney(s) will be compensated at an hourly rate of **One Hundred Seventy-five and No/100 (\$175.00) Dollars** per hour, \$125 per hour for work performed by the Firm's Consultants and \$75 per hour for the paralegals and law clerk. Time billed is in increments of 1/10th of an hour. Out of pocket expenses would be charged at actual cost, without application of any mark up. No charge will be imposed for late fees. The total amount charged by the Attorney shall not exceed the amount appropriated in the municipal budget for the year 2021, except as amended and supplemented.
4. 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 the contractor or subcontractor 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(a) of said Regulations.
5. 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 the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 5.3.

6. The Attorney shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein be reference.

7. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.

8. The Township of Lacey and the Attorney for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

TOWNSHIP OF LACEY

VERONICA LAUREIGH, CMC/AAE
Township Clerk/Administrator
(SEAL)

By _____
PETER CURATOLO, Mayor

ARMANDO V. RICCIO, LLC

Witness

By _____
ARMANDO V. RICCIO, ESQUIRE
For the Firm

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 1st day of **January, 2021**,

BETWEEN: **TOWNSHIP OF LACEY**, a municipal corporation of the State of New Jersey, having its principal offices located at 818 W. Lacey Road, Forked River, New Jersey 08731 (hereinafter referred to as "Township")

AND: **THOMAS GANNON, ESQUIRE, OF HIERING, GANNON & MCKENNA** having his principal offices located at 29 Hadley Avenue, Toms River, New Jersey 08753 (hereinafter referred to as "Attorney")

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Legal Services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. The Attorney(s) is hereby retained as Alternate Labor Counsel for a term not to exceed one (1) year commencing January 1, 2021 and terminating on December 31, 2021.
2. The Attorney(s) will, as requested by the Township, supervise and coordinate the management labor relations of the Township, including but not limited to, participation in collective bargaining negotiations, grievances and administrative proceedings, arbitration and litigation
3. For the services rendered, the Attorney(s) will be compensated at an hourly rate of **One Hundred Sixty and No/100 (\$160.00.00) Dollars** per hour. In addition to legal fees, the Township must pay the following costs and expenses: Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, depositions costs, messenger services (\$20.00 per hour), photocopying charges (.30 per copied page), telephone calls and postage (5% of the total bill), and any other necessary expenses in this matter. The total amount charged by the Attorney shall not exceed the amount appropriated in the municipal budget for the year 2021, except as amended and supplemented.
4. 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 the contractor or subcontractor 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(a) of said Regulations.

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6. The Attorney shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated and herein be referenced.

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ATTEST:

TOWNSHIP OF LACEY

VERONICA LAUREIGH, CMC/AAE
Township Clerk/Administrator
(SEAL)

By _____
PETER CURATOLO, Mayor

HIERING, GANNON AND MCKENNA

Witness

By _____
THOMAS GANNON, ESQUIRE
For the Firm