

**TOWNSHIP OF HAMILTON
CONTRACT OF EMPLOYMENT**

LABOR COUNSEL

THIS AGREEMENT, made this 7th day of January 2013, between the **TOWNSHIP OF HAMILTON**, with its principal office located at 6101 13th Street, Mays Landing, New Jersey 08330 (hereinafter referred to as the "Township") and **STEPHEN D. BARSE, ESQ.** and the Law Firm of **GRUCCIO, PEPPER, DE SANTO & RUTH, P.A.**, a firm of licensed New Jersey attorneys, with the Firm's principal office at 817 Landis Avenue, PO Box 1501, Vineland, NJ 08360 (hereinafter referred to as the "Labor Counsel"),

WITNESSETH the following:

WHEREAS, there exists a need for the Township to obtain counsel to provide legal services to the Township for the year 2013 and appointment of a Labor Counsel is authorized by State law;

WHEREAS, Gruccio, Pepper, De Santo & Ruth, P.A. is a firm of licensed New Jersey attorneys at law and is qualified and able to render legal services to the Township as Labor Counsel; and

WHEREAS, the Local Public Contracts Law [N.J.S.A. 40A:11-1, *et seq.*] permits the award of contracts for "professional services" without competitive bids, and the services contemplated to be rendered by the Labor Counsel qualify as "professional services" under said law; and

WHEREAS, the Township has reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by the Labor Counsel; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the Township and the Labor Counsel;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **SCOPE & TERM** - The Labor Counsel agrees to provide the Township general legal services more particularly described within this Agreement for the fees specified herein for a term of one year, between January 7, 2013 and December 31, 2013, or until a successor is qualified and appointed, whichever later occurs. **STEPHEN D. BARSE, ESQ.**, a member of the Firm, will be the attorney principally responsible for providing legal services to the Township during the term of this contract.
2. **LIMITS ON POLITICAL CONTRIBUTIONS** - Prior to awarding this contract, the Township of Hamilton received from Labor Counsel a sworn statement, made under penalty of perjury, that Labor Counsel has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).
3. **COMPENSATION** - For and in consideration of the services to be performed by the Labor Counsel on behalf of the Township, the Township agrees to pay promptly upon receipt of an appropriate voucher all charges for services rendered and costs expended. Compensation for professional services rendered shall be paid to Labor Counsel at a rate of **ONE HUNDRED THIRTY FIVE DOLLARS AND NO**

CENTS (\$135.00) per hour, together with all necessary costs, advanced or extended, necessary for the proper function and operation of their responsibilities on behalf of the Township of Hamilton (toll 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, and other similar costs shall be paid in addition to the aforesaid hourly fee for services and expenses advanced on behalf of the Township of Hamilton.

4. **AUTHORIZATION OF WORK** - It is understood and agreed that Township Labor Counsel must obtain authorization for any work performed under this Contract from either the Township Administrator or by formal action (Motion, Resolution or Ordinance) of the Township Committee. The Mayor and/or Committee, prior to authorizing specific assignments on matters, may request from the Labor Counsel an estimate of the fees and costs anticipated, and if the estimate for a particular assignment or matter exceeds \$4,500.00 it shall be reduced to writing and submitted to the Mayor and/or Committee before any work shall commence. Any work not specifically authorized may be rejected for payment in the discretion of the Township Administrator when reviewing invoices, vouchers and submissions. Any work rejected by the Township Administrator is subject to review by the Township Committee, if requested.
5. **BILLING PROCEDURE** - In accordance with this contract, the Labor Counsel will provide billings on a periodic basis which will cover all fees and costs rightfully due and owing for the services they have performed or the out-of-pocket expenses they have incurred on behalf of the Township.
6. **DUTIES** - The Township hereby authorizes the Labor Counsel to be the legal advisors to the Township, except as may be prohibited by the canons of professional ethics or applicable state or federal laws and regulations. The Labor Counsel shall prosecute and defend actions by and against the Township in accordance with law.
7. **RECORDS AND PAPERS** - All papers, documents, memoranda, plans, specifications and reports, and all material relating to the administration of the office of municipal attorneys shall be and remain the property of the Township. The Labor Counsel, upon termination or expiration of this contract, shall forthwith surrender to their successor all such property together with a written consent to use all such materials in the best interest of the Township.
8. **PUBLIC OFFICIAL** - It is recognized that the Labor Counsel, while operating under this contract, will be performing a variety of services in a variety of capacities. It is hereby understood and agreed that the Labor Counsel act as quasi-public officials, subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities the Labor Counsel may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 59:1-1, et seq.].
9. **LIMITATIONS ON SCOPE OF WORK** - This contract contemplates that the Labor Counsel will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of legal services delineated herein which will frustrate the desired goals of the parties. In the event that either party shall determine in its or their opinion that the above situation has occurred, said party shall notify the other party to this contract, and upon such a determination the parties agree that the Township may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the Township, and the written contract, covering the services to be performed has been entered into between the parties hereto.

10. **TERMINATION** - The Labor Counsel's contract with the Township shall be deemed terminated upon action by the Mayor, with the consent of a majority of the Committee, at the end of the term of this contract. However, if the Township has failed to enter into a new contract with the Labor Counsel, this contract shall continue in full force and effect to the same extent that funds are provided until a new contract has been entered into between the parties or until a successor has been appointed and qualified.

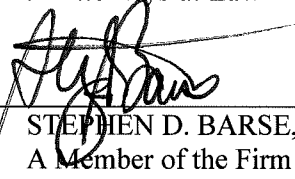
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

TOWNSHIP OF HAMILTON
A municipal corporation of New Jersey

By: 
AMY L. GATTO, MAYOR

ATTEST: 
JOAN ANDERSON, TOWNSHIP CLERK

GRUCCIO, PEPPER, DE SANTO & RUTH, P.A.
A Firm of Attorneys-at-Law

By: 
STEPHEN D. BARSE, ESQUIRE
A Member of the Firm


ATTEST: 
GRUCCIO, PEPPER, DE SANTO & RUTH, P.A.

EXHIBIT A

AFFIRMATIVE ACTION STATEMENT

The Contractor here agrees that during the performance of an Agreement with Hamilton Township, he/she will in all respects comply with Chapter 127 of the Public Laws of 1975 and further state agreement as follows:

**Mandatory Affirmative Action Language
Procurement, Professional and Service Contracts
P.L. 1975, c. 127 (N.J.A.C. 17:27)**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor or its subcontractors shall furnish such reports or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office or conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

Dated: JANUARY 16, 2013

Print Name: Stephen D. Barse, Esquire

Signature:  _____

Official Position: Labor Counsel