

**RESOLUTION 2024:114**

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN  
CONTRACT FOR A SPECIAL SOLICITOR FOR  
LABOR AND EMPLOYMENT MATTERS**

**WHEREAS**, Borough of Haddon Heights is in need of the legal services of a Special Solicitor for Labor and Employment matters on an as needed basis; and

**WHEREAS**, the Borough has received a proposal for such services dated May 21, 2024 attached hereto and made a part hereof as Exhibit “A” (“Proposal”); and

**WHEREAS**, the Borough has the need to acquire the professional services of Armando V. Riccio, LLC to be provided hereunder as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 and 20.5; and

**WHEREAS**, it is expected that the value of the services will not exceed \$17,500 in one (1) year; and

**WHEREAS**, Armando V. Riccio, LLC has or will certify that it did not make a reportable campaign contribution during the one-year preceding the award of the Contract pursuant to N.J.S.A. 19:44A-20.8; and

**WHEREAS**, Armando V. Riccio, LLC has or will complete a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the Borough of Haddon Heights in the previous one (1) year and Armando V. Riccio, LLC shall be prohibited from making any reportable contributions through the term of the contract.

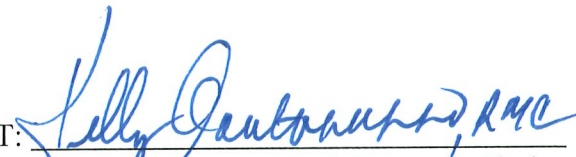
**NOW, THEREFORE BE IT RESOLVED** that the Borough hereby approves the Proposal with Armando V. Riccio, LLC, dated May 21, 2024 to provide professional services for the reasons set forth above; and

**BE IT FURTHER RESOLVED** that the Proposal and Business Entity Certification be placed on file with the Resolution; and

**BE IT FURTHER RESOLVED** that the Clerk shall publish such notice, if any, as required under the law.

Dated: May 21, 2024

  
\_\_\_\_\_  
Mayor Zachary Houck

ATTEST:   
\_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk

CERTIFICATION:

I, Kelly Santosusso do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted by the Council of the Borough of Haddon Heights at a regularly scheduled Council meeting held May 21, 2024.

\_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk

**EXHIBIT "A",**

**Armando V. Riccio, Esq. PROPOSAL**

**AGREEMENT FOR LEGAL SERVICES**

**THIS AGREEMENT** is made this 21<sup>st</sup> day of MAY, 2024, by and between the BOROUGH of HADDON HEIGHTS (“BOROUGH”), located in the County of Burlington, State of New Jersey and Armando V. Riccio, Esq., of the firm of Armando V. Riccio, LLC, located at 7 North Main Street, Suite A, Medford, NJ 08055.

**WHEREAS**, Armando V. Riccio is an attorney practicing a recognized profession, which practice is regulated by law, and which practice includes the rendering of services as Special Solicitor for Labor and Employment matters;

**WHEREAS**, there exists a need for such legal services for the BOROUGH through the engagement of a Special Solicitor for Labor and Employment matters on an as needed basis;

**WHEREAS**, the Local Public Contracts Law [N.J.S.A. 40A:l-1.1, *et seq.*] requires the execution of a written contract for the provisions of said professional services awarded herein; and

**WHEREAS**, the Borough has reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by Armando V. Riccio, LLC;

**NOW, THEREFORE, BE IT RESOLVED** that the parties hereto intending to be mutually bound and in consideration of these mutual promises contained herein agree as follows:

1. Scope of Work. Armando V. Riccio, LLC, is hereby engaged as Labor & Employment Counsel by the BOROUGH and shall render legal services as required. The scope of work does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. The scope of consultation with

other professionals retained by the BOROUGH regarding any matter assigned to Armando V. Riccio, LLC, will be confirmed in writing with the BOROUGH prior to initiating same.

2. Length of Contract. Armando V. Riccio, Esq., AND Armando V. Riccio, LLC, shall be engaged as Labor and Employment Counsel as of May 1, 2024, and shall continue as same until December 31, 2024 or until a new solicitor for labor/employment matters is approved by the governing body.

3. Compensation, Billing & Related Matter. The BOROUGH shall pay the following fees for the services: Attorneys -- \$185.00 per hour; Paralegals and law clerks -- \$100.00 per hour. The hourly rate shall apply for consultation, rendering of legal opinions, representation, litigation and research in performance of ordinary services as special solicitor. Time is billed in increments of 1/10<sup>th</sup> of an hour. Armando V. Riccio, Esq., will handle matters assigned by the BOROUGH in conjunction with other lawyers, law clerks, assistants, consultants or staff employed or retained by the firm. The firm may, in its discretion, assign matters to outside counsel, law clerks, assistants, staff or consultants with which it has a business relationship in order to perform the work assigned by the BOROUGH. If any questions or concerns regarding delegation of responsibilities and work should arise, promptly contact Armando V. Riccio, Esq., directly. Said detailed billing shall contain the following: Date of service; Matter Name; Attorney/employee name; Brief description of services or task performed; Amount of time spent on each service or task; Hourly rate; Total charge for each entry; Itemized list of any expenses or disbursements described.

B. It is understood that during the course of rendering services it may be necessary for the firm to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight hand or special delivery charges, postage and other out of pocket costs which shall be billed to the BOROUGH. Armando V. Riccio, LLC reserves the right to be reimbursed for out-of-pocket costs, such as photocopying, conference calls,

postage, telecopier, filing fees, and deposition costs. Expense items will be itemized on the billing statement. Third party expenses may be forwarded directly for payment by the BOROUGH.

Armando V. Riccio, LLC, shall also be reimbursed for any and all costs, disbursements and expenses incurred or advanced by Armando V. Riccio, LLC, on behalf of the BOROUGH as authorized in advance by the BOROUGH provided signed invoices with required certification and documentation of services are provided. As is customary, expenses may not be current at the time of billing.

Remaining disbursements or expenses, if any, will be billed as soon as practicable.

C. Services performed shall be described with detail on each monthly billing statement so that the BOROUGH will be able to understand the services and charges. The BOROUGH shall raise any concerns or questions regarding any billing entry or item as soon as possible after receipt of the statement since it will be freshest in the memory of those who performed the service. Accordingly, the BOROUGH will notify Armando V. Riccio, Esq., in writing within 30 days of receiving the bill of any discrepancy, error or dispute for any entry for legal services or charges on any billing statement. Should any dispute in billing occur it shall be resolved during a meeting between Armando V. Riccio, Esq., Mayor, and/or Chief Financial Officer. In the absence of same, the bill will be deemed satisfactory and correct to the BOROUGH.

D. If Armando V. Riccio, Esq., Armando V. Riccio, LLC, or a member, attorney, associate or staff member, is required to produce documents or appear as a witness in connection with any matter including any governmental or regulatory examination, audit, investigation or other proceedings or any litigation, arbitration, mediation or dispute involving any matter for which services have been performed on behalf of the BOROUGH, the BOROUGH will be responsible for fees at the above rate, costs disbursements and expenses.

E. Armando V. Riccio, LLC, shall retain a lien on all files in its possession and their content until payment in full is received by it. All papers, documents, memoranda, plans,

specifications and reports, and all material relating to the work performed on behalf of the Borough shall be and remain the property of the Borough. Armando V. Riccio, LLC, upon termination or expiration of this Contract, shall forthwith surrender to their successor all such property in conformity with the other provisions of this Agreement.

F. Legal information provided via newsletters, similar materials or seminars regarding general legal developments or matters of current interest are for informational purposes and do not constitute legal advice.

G. Armando V. Riccio, LLC, retains the right to terminate this agreement for non-payment upon written notice to the BOROUGH.

H. The Borough Administrator, CFO, Clerk, Mayor and/or a majority of the members of the Borough governing body shall have the power to authorize work under this Contract. The Mayor and/or governing body, prior to authorizing specific assignments on matters, may request from Armando V. Riccio, Esq., an estimate of the fees and costs anticipated. While the primary points of contact with the Borough shall be the Borough Administrator, Clerk or the Mayor, other members of the governing body are entitled to contact and make inquiries of Armando V. Riccio, Esq. Armando V. Riccio, LLC and Armando V. Riccio, Esq. shall only respond and provide services related to matters directly raised by the client.

I. PUBLIC OFFICIAL - It is recognized that Armando V. Riccio, Esq., while operating under this contract, will be performing a variety of services in a variety of capacities. It is hereby understood and agreed that Armando V. Riccio, LLC and attorneys employed by the firm, act as a quasi-public official, subject to all rights, privileges and immunities the firm and its attorneys, may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 59: 1-1, et seq.].

J. The Borough hereby authorizes Armando V. Riccio, LLC, to provide legal advice on behalf of the BOROUGH to and represent the Mayor, governing body, Borough

Administrator, Municipal Clerk, Municipal Treasurer, and any other municipal officers or employees that the Mayor or governing body shall designate, each in their official capacity except as may be prohibited by the canons of professional ethics or applicable State or federal laws and regulations.

4. During the performance of this contract, Armando V. Riccio, LLC, agrees as follows:

A. Armando V. Riccio, LLC, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, gender, disability, pregnancy, marital status, affectional or sexual orientation, domestic partner or civil union status, gender identity or expression (hereinafter collectively referred to as “protected class status”). Armando V. Riccio, LLC, will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their protected class status. 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 of training, including apprenticeship.

Armando V. Riccio, LLC, 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;

B. Armando V. Riccio, LLC, will in all solicitations for advertisements for employees placed by or on behalf of Armando V. Riccio, LLC, state that all qualified applicants will receive consideration for employment without regard to their protected class status excepted as permitted by law;

C. Armando V. Riccio, LLC, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a



notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of Armando V. Riccio, LLC's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Armando V. Riccio, LLC, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. Armando V. Riccio, LLC, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations 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 section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented front time to time,

F. Armando V. Riccio, LLC, agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of protected class status except as provided by law and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

G. Armando V. Riccio, LLC, 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.

H. Armando V. Riccio, LLC, 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 or sex, 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.

5. This Agreement has been awarded to Armando V. Riccio, Esq., of the firm of Armando V. Riccio, LLC, based on his merits and abilities to provide the goods or services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Armando V. Riccio, LLC, it’s subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Haddon Heights, Camden County, if a member of that political party is serving in an elective public office of the Borough when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough when the contract is awarded. Armando V. Riccio, LLC, has submitted a Business Entity Disclosure Certification, Business Registration Certificate and a Political Contribution Form.

6. Termination. The BOROUGH may terminate this agreement at any time with or without cause upon written notice. Upon termination, the firm will cease all work on behalf or at the direction of the BOROUGH. All legal fees, expenses and disbursements incurred through the date of termination will be paid by the BOROUGH.

To the extent permitted by the rules of Professional conduct, court and/or agency, the firm retains the right to terminate services if the BOROUGH breaches any material express or implied term of this agreement, fails to cooperate or follow advice, fails to provide complete accurate and

truthful information in connection with any matter assigned to the firm, or in the event of a conflict of interest or in the event of any fact or circumstance that in the opinion of the firm would render continued representation unlawful, unethical or otherwise inappropriate.

In the event of termination, the BOROUGH will take all timely steps reasonably necessary and will cooperate as reasonably required to relieve the firm and its counsel of any further obligation to perform legal services, including the execution of any documents necessary to complete withdrawal from any matter.

7. Electronic Data Communication and Storage. Armando V. Riccio, LLC, may communicate with the BOROUGH or others via email, facsimile send data over the internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to matters assigned by the BOROUGH may be transmitted or stored using these methods and the firm will make reasonable efforts to keep such communications and data secure in accordance with its obligations under applicable laws and professional standards. The BOROUGH understands that the firm has no control over the unauthorized interception or breach notwithstanding all reasonable security measures employed by the firm or its vendors. The BOROUGH consents to use of electronic devices including those mentioned above and applications and submission of confidential information during this engagement.

8. File Retention and Destruction. At the conclusion of this agreement, the firm may, in its sole discretion, retain copies of files or portions of files for matters assigned by the BOROUGH for a period of seven (7) years. The firm retains the right to decide whether it will only retain files or portions of files in electronic form and should it decide to do so all paper files shall be returned to, and become the sole responsibility of, the BOROUGH. After seven (7) years, the firm will destroy all files (electronic and/or paper) unless the BOROUGH notifies the firm in writing that

it wishes to take possession of same. Administrative charges or fees associated with residing, delivering, researching, retrieving or copying of such files are the responsibility of the BOROUGH.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 24<sup>th</sup> day of MAY, 2024.

ATTEST:

Borough of Haddon Heights

  
\_\_\_\_\_  
Kelly Santosusso, RMC

  
\_\_\_\_\_  
Zachary Houck, Mayor

ARMANDO V. RICCIO, LLC:

\_\_\_\_\_  
Armando V. Riccio