

EMPLOYMENT AGREEMENT

This Agreement is entered into as of this 1th day of January, 2020, by and between the **Town of Dover**, a municipal corporation of the State of New Jersey with offices located at 37 North Sussex Street, Dover, New Jersey 07801, hereinafter referred to as the "Town;" and **Carlos N. Sanchez**, residing at 3 McEvoy Road, Edison, New Jersey 08837, hereinafter referred to as "Deputy Administrator."

WHEREAS, the Town desires to engage the services of a Deputy Administrator pursuant to Section 2-8.1 of the Code of the Town of Dover; and

WHEREAS, the Deputy Administrator was appointed by the Mayor, with the advice and consent of the Board of Aldermen of the Town of Dover by Resolution at the meeting of January 1, 2020. A copy of the Resolution is attached hereto and made a part hereof as EXHIBIT A; and

WHEREAS, the Deputy Administrator is desirous of performing the duties and assuming the responsibilities of this position;

NOW, THEREFORE, the parties do mutually AGREE based upon valuable consideration as follows:

1. Scope of Services. The Deputy Administrator shall perform all of those services set forth in Section 2-8.1 of the Code of the Town of Dover, as amended from time to time, together with such direction as the Mayor of the Town of Dover shall reasonably provide for the proper administration of the Town. The Deputy Administrator shall communicate with the Mayor on a frequent basis to keep the Mayor advised of the status of the town government. Upon appointment of a Town Administrator, Deputy

Administrator shall report to the Administrator directly and assume such duties as shall be assigned.

2. Term of Office. The term of office shall commence on January 1, 2020 and shall expire December 31, 2023.

3. Removal from Office. The Deputy Administrator may be removed by a minimum 2/3 vote of the governing body. The resolution of removal shall become effective 3 months after its adoption by the governing body. The governing body may provide that the resolution shall have immediate effect; provided, however, that the governing body shall cause to be paid to Deputy Administrator forthwith any unpaid balance of his salary and his salary for the next three (3) calendar months following adoption of the resolution.

4. Notice of Resignation. Deputy Administrator shall provide a minimum of thirty (30) calendar-days notice of his intention to resign from this position with the Town of Dover, and agrees to assist the Town in any transition work required to assist a replacement Deputy Administrator selected by the Town.

5. Chain of Command. The Deputy Administrator will report directly to the Administrator; however, in the absence of the Administrator, the Deputy Administrator shall report directly to the Mayor of the Town of Dover, and will be responsible for the day-to-day operations of the Town of Dover as described above and set forth in Section 2-8.1 of the Code of the Town of Dover.

6. Compensation. In addition to other compensation set forth in greater detail below, the following shall serve as the salary schedule for the term of this agreement:

a. On January 1, 2020, Deputy Administrator's annual salary shall be \$135,000.00 subject to review after six (6) months of the signing of this contract.

b. On January 1, 2020, Deputy Administrator shall receive an annual stipend of \$20,000.00, payable in installments and on the same schedule as other employees, for assuming the responsibilities of the Town Administrator in his absence, while the position remains unfilled. This stipend is subject to review after six (6) months after the signing of this Agreement. Should the position be filled within the one-year period, the Town shall discontinue payment of the stipend, which shall be prorated as of the first day of the Administrator's employment. Should the Administrator position remain unfilled after one year, Deputy Administrator shall receive the same compensation of \$20,000.00 for the calendar year commencing January 1, 2021 and ending on December 31, 2021. Should the Administrator position remain unfilled in 2022, Deputy Administrator and the Mayor shall come to a mutually agreeable sum for the stipend that shall not exceed \$20,000.00. Should the Administrator position remain unfilled in 2023, Deputy Administrator and the Mayor shall come to a mutually agreeable sum for the stipend that shall not exceed \$25,000.00.

c. On January 1, 2021, Deputy Administrator's base salary may be increased by up to two and one half percent (2.5%) for the calendar year ending December 31, 2021, subject to satisfactory performance, as determined by the Mayor in consultation with the Personnel Committee.

d. On January 1, 2022, Deputy Administrator's base salary may be increased by up to two and one half percent (2.5%) for the calendar year ending December 31, 2022 subject to satisfactory performance, as determined by the Mayor in consultation with the Personnel Committee..

e. On January 1, 2023, Deputy Administrator's base salary may be increased by up to two and one half percent (2.5%) for the calendar year ending December 31, 2023 subject to satisfactory performance, as determined by the Mayor in consultation with the Personnel Committee.

Salary is payable in installments and on the same schedule as other town employees are paid and subject to all applicable withholdings and deductions. For the purposes of the Fair Standards Labor Act, the Deputy Administrator shall be an "exempt employee."

7. Benefits. The Town shall provide the Deputy Administrator with the following:

A. Health insurance benefits, prescription, dental, eyeglass and similar benefits in the same manner as provided to all other Town of Dover management employees. Town will reimburse the Deputy Administrator for any health insurance premiums paid by the Deputy Administrator to COBRA between his separation with his present employer and the effective date of commencement of coverage with the Town of Dover.

B. Pension coverage under the New Jersey P.E.R.S., including life insurance, which is included in the State pension plan.

C. Paid holidays and personal days as provided to other Town of Dover management employees.

D. Vacation Days – The Deputy Administrator will be entitle to vacation days at the rate of 1.5 days per every month worked during a regular calendar year. However, the Deputy Administrator had a pre-planned vacation prior to hiring

starting on February 25, 2020 and ending on March 2, 2020, which shall not be counted against the accrual of vacation time in this calendar year.

E. Deputy Administrator will be entitled to the same number of paid sick days per year and sick leave policies as enjoyed by all other management employees of the Town.

F. The Deputy Administrator will be permitted time off and reimbursement of expenses for professional development and/or attendance at conferences and seminars conducted by the ICMA, NJMMA, ILGA, ICLE and, the League of Municipalities, Governor's Conference, Housing and Economic Development Conferences, Conference of Mayor's subject to the sole, written approval of the Mayor, which shall not be unreasonably withheld. The Town further agrees to provide for the Deputy Administrator's reasonable dues to organizations, which further the professional development of the position of Deputy Administrator at the sole discretion of the Mayor. The Town shall be responsible for the reasonable costs of attendance at conferences and seminars. All such attendance must be pre-approved by the Mayor in her sole discretion and is subject to the efficient day-to-day operations of the municipality and budgetary constraints.

G. The Deputy Administrator may attend educational classes that further his abilities in performing the job of Deputy Administrator, which may be on municipal time and at municipal expense with the sole prior written approval of the Mayor.

H. The Deputy Administrator's regular work schedule will be 8:30 a.m. to 4:30 p.m., Monday through Friday. In addition, the Deputy Administrator will attend all official events of the municipality where his presence is requested or necessary or appropriate to fulfill his duties and responsibilities. This will include various evening

meetings and occasional weekend meetings, all of which will be without additional compensation. The Deputy Administrator, with the prior consent of the Mayor, will be allowed to adjust normal business hours to reflect other work-time commitments consistent with the additional time necessary for evening and weekend meetings.

I. The Deputy Administrator shall not be required to reside within the Town of Dover.

J. The Deputy Administrator will be permitted to establish a deferred compensation plan at no cost to the municipality.

K. The Town shall bear the cost of any bonds required by law for the Deputy Administrator to fulfill his duties and responsibilities.

L. The Town will provide a cell phone or a reimbursement payment of \$75.00 per month for use related to the business of the Town, which amount is to be paid monthly or in an annual amount at the discretion of the Town.

M. The Town will reimburse the Deputy Administrator for all reasonable expenses incurred on an emergent basis on behalf of the municipality. The Deputy Administrator shall provide invoices or receipts documenting these expenses, which must be reasonably related to the business of the Town.

N. The Town will provide the Deputy Administrator with a computer and similar equipment needed to fulfill his responsibilities as Deputy Administrator, including, but not limited to a subscription for Westlaw and/or Lexis-Nexis .

O. The Town will reimburse the Deputy Administrator for his use of his personal vehicle while traveling on behalf of the Town consistent with Town policy,

which is the current rate established by the Internal Revenue Service for mileage for reimbursement.

8. Performance evaluations.

- A. The Mayor and Board shall review and evaluate the performance of the Deputy Administrator annually. Said review and evaluation shall be in accordance with specific criteria, to be developed by the Mayor and Personnel Committee in consultation with the Deputy Administrator by April 30th annually. Said criteria may be amended by the Mayor and Personnel Committee of the Board of Aldermen may from time to time determine, in consultation with the Deputy Administrator. The Board shall provide the Deputy Administrator with an annual summary written statement of attainment of the prior fiscal year objectives within one week of July 1st. The Mayor and Mayor and Personnel Committee shall provide an adequate opportunity for the Deputy Administrator to discuss his evaluation with the Mayor and Personnel Committee. If no formal written evaluation is produced, it shall be inferred that Deputy Administrator's performance is adequate, notwithstanding any other action taken.
- B. Annually by March 31st, the Mayor and Personnel Committee of the Board of Aldermen shall define in writing such goals and performance objectives they determine necessary for the proper and efficient operation of the Town and for the attainment of the Mayor and Board's

policy objectives and shall further establish a relative priority for among those goals and objectives. The goals and objectives shall generally be such as are reasonably attainable within the time limitations as specified, the appropriations provided, and circumstances within the Deputy Administrator's control. The Mayor shall meet with the Deputy Administrator every six months to review the progress of said goals and performance objectives.

9. Indemnification. The Town shall defend, save, and hold harmless and indemnify the Deputy Administrator against any and all tort, professional liability claim or demand or other legal action, whether with or without merit arising from any alleged act or omission occurring in the performance of the Deputy Administrator's duty. This indemnification shall continue after the retirement, resignation, or termination of the Deputy Administrator for claims that are made alleging acts or omissions during the Deputy Administrator's employment. This shall not include criminal activities or intentional acts.

10. Exclusivity. Deputy Administrator hereby certifies that upon acceptance of the position of Deputy Administrator of the Town of Dover, he will devote full time and energy to fulfilling the duties and responsibilities of the position.

11. Notices. Any notice required or permitted to be given under this Agreement shall be properly given in writing and personally delivered or mailed by certified mail, return receipt requested, to the addresses as follows:

To the Town:

Mayor of the Town of Dover
37 N. Sussex Street
Dover, NJ 07801

Clerk of the Town of Dover
37 N. Sussex St.
Dover, NJ 07801

To the Deputy Administrator:

Carlos N. Sanchez
3 McEvoy Road
Edison, NJ 08837

12. Entire Agreement. This document contains the entire agreement of the parties relating to the subject matter hereof, not including references to statutes and ordinances of the Town, and may not be waived, changed, modified, extended or discharged orally but only by an agreement in writing, signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought. The waiver by any party of a breach of any provision of this agreement by any other will not operate to be constructed as a waiver of any subsequent breach by such other party.

13. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. Headings. The headings of the sections are for convenience of reference only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this agreement.

15. Counterparts. This agreement may be executed in several counterparts or with counterpart signature pages, each of which shall be deemed an original but such counterparts shall together constitute but one and the same agreement.

16. Severability. In the event one or more provisions of the agreement are deemed to be invalid or unlawful by a court of law or through arbitration, the balance of the terms and conditions of the agreement shall survive and continue in full force and effect. The parties shall attempt to restructure those provisions that have been declared to be invalid or unlawful, if possible, so as to carry out the original intent of the parties and be in compliance with law.

17. Effectuation of all necessary documents. The parties acknowledge that the terms and conditions of this Agreement are fair and equitable and in the best long-term interest of the Deputy Administrator and the Town of Dover. The Deputy Administrator and officials of the Town agree to execute any and all documents that may be necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

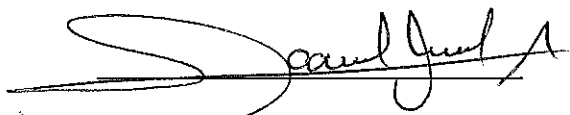


John P. Schmidt, Clerk

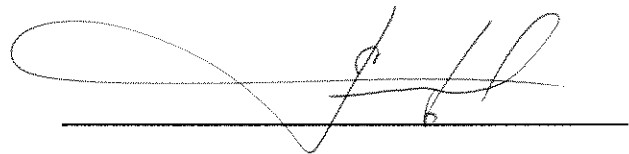
Acting Municipal Clerk

by Carolyn Blackman

Carolyn Blackman, Mayor



Witness



Carlos N. Sanchez, Deputy Administrator

