

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (this "**Agreement**"), effective as of the 1st day of February, 2021 (the "**Commencement Date**"), is made by and between the Township of West Deptford, in the County of Gloucester, State of New Jersey (the "**Township**"), and John Chambers (the "**Chief of Police**" or "**Chief**") (collectively, the "**Parties**").

RECITALS

WHEREAS, the Township appointed the Chief and desires to employ him in that position, and the Parties desire to base their relationship on the terms set forth herein;

NOW, THEREFORE, in consideration for the promises and mutual covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS

1. Responsibilities of The Chief of Police. The Chief of Police shall be the head of the Police Department and shall be directly responsible to the Township Committee for its efficiency and day to day operations. Unless otherwise established by the Township Committee, the Chief shall:

- (a) Administer and enforce the rules and regulations of the police department and any special emergency directive for the disposition and discipline of the department and its members and officers;
- (b) Have, exercise, and discharge the functions, powers and duties of the police department;
- (c) Prescribe the duties and assignments of all members and officers;
- (d) Delegate such authority as may be deemed necessary for the efficient operation of the police department to be exercised under the Chief's direction and control; and
- (e) Report at least monthly to the Township Committee and Township Administrator in such form as shall be prescribed on the operation of the police department during the preceding month and make such other reports as may be requested by the Township Committee.

2. Additional Responsibilities. The responsibilities of the Chief of Police, as set forth in Section 1 above, shall also include all responsibilities required of the Chief of Police by the Interlocal Services Agreement with the Borough of National Park, dated September 16, 2015, as renewed and amended from time to time, for the Township to provide police coverage and protection to and for the Borough of National Park (the "**National Park Agreement**") for as long as the National Park Agreement continues to be in effect.

3. Work Week. The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police shall have a 35-hour work-week, Monday Through Friday, 8:30 am to 4:30 pm, but shall maintain a flexible time schedule. The Township recognizes the fact that

the Chief of Police's flextime schedule will allow for sufficient time at headquarters for appointments and public accessibility, and to avail himself for various meetings of the Township, including regular and special meetings of the Township Committee.

4. Salary. Effective on February 1 of each applicable year, the base salary of the Chief of Police shall be as follows:

Year	Base Salary
2021	\$143,419.00
2022	\$146,287.38
2023	\$150,676.00
2024	\$153,689.52
2025	\$156,763.31

This amount shall be paid in accordance with the Township's normal payroll practices and subject to all required withholdings.

5. Longevity. The Chief of Police's longevity payments, which were frozen by prior agreement, shall be \$3,754.00 per year. This amount shall be in addition to the base salary set forth in Section 4 above, and included as a part of base salary for all purposes, including pension. This amount shall be paid in accordance with the Township's normal payroll practices and subject to all required withholdings.

6. Education Incentive Pay. The Chief shall have his current Education Incentive payment set at \$2,588.86 per year. This amount shall be in addition to the base salary set forth in Section 4 above, and included as a part of base salary for all purposes, including pension. This amount shall be paid in accordance with the Township's normal payroll practices and subject to all required withholdings.

7. Additional Compensation. The Chief of Police shall hereby be entitled to additional compensation in the amount of ten thousand dollars (\$10,000) per year in consideration for the additional responsibilities set forth in Section 2 above for as long as the National Park Agreement continues to be in effect. This amount shall be in addition to the base salary set forth in Section 4 above, and included as a part of base salary for all purposes, including pension. This amount shall be paid in accordance with the Township's normal payroll practices and subject to all required withholdings.

8. Vacation. The Chief shall be entitled to 25 vacation days per year. Vacation time should be used in the year it is earned. In the event it is not used in the current year, the Chief may carry up to 5 days to the next benefit year with the approval of the Township Administrator.

9. Personal Days. The Chief shall receive five (5) personal days each year, but may not carry those days over into the following year.

10. Bereavement. The Chief shall receive the following days off with pay for bereavement: 5 days for the death of a spouse, child, parent, brother or sister; 3 days for the death of the spouse of brother or sister, child of brother or sister, in-laws, or a grandparent.

11. Sick Leave. The Chief shall accumulate and use sick leave on the basis of 15 days sick leave per year. During the first year of employment sick leave shall accrue and be credited to the Chief on Sick leave shall accrue and be credited to the Chief on January 1st each calendar year at the rate of 15 days per year or one and one-quarter days per month of service completed. At the time of separation from Township service, the Chief, shall be entitled to a buyback of 50% of the unused portion of his sick bank at the current rate of pay at the time of separation from employment. The maximum buy back of accumulated sick leave at separation cannot exceed \$15,000 or any cap implemented by the State of New Jersey during the term of this Agreement. In NO event shall the Chief be allowed to use accumulated sick leave as paid leave time for the purposes of computing retirement date, separation and resignation date. The Chief shall only deplete accumulated sick leave bank on a verified long-term illness Long-term illness is defined as doctor's certified sixth working day off. Accrued sick leave shall not be paid to should the Chief of Police be dismissed for just cause.

12. Physical Fitness Incentive Pay. Physical fitness incentive will provide for reimbursement for annual membership fees at the RiverWinds Community Center or one alternative gym of an employee's choosing up to an amount equal to the cost of an annual membership at RiverWinds Community Center. The purpose of this incentive is to encourage the Chief to maintain a desirable state of physical fitness. The Township shall reimburse the actual cost of the membership paid depending on the membership (single up to a family membership). This annual renewal of the benefit by the Township shall be based upon the Chief's meeting the minimum performance standard based on attendance at the facility of an average of two times per week. Failure to maintain the minimum standard without good cause shall result in the loss of the benefit for the Chief for the next calendar year. Future participation shall be based upon the re-establishment of the performance standard during the uncompensated year.

13. Health Benefits. The Township shall provide the Chief of Police with medical and prescription drug benefits, at the level of coverage elected (i.e., self, family, etc.), through the New Jersey State Health Benefits Program or substantially similar plans. The Parties agree to be bound by the requirements and terms of the New Jersey State Health Benefits Program and the New Jersey State Health Benefits Commission, and/or any substantially similar plan. The Township will also provide a comprehensive dental insurance plan comprised of full family coverage as set forth in "Plan Document and Summary Plan Description for West Deptford Township." Beginning the first pay period after the execution of this Agreement, the Chief of Police shall contribute 35.00 % of the cost of coverage for medical and prescription drug benefits. Employee contributions shall be made by way of withholding of the contribution from the employee's pay, salary, or other compensation. Withholdings shall be made by way of twenty-six (26) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Township's regular payroll practices.

- (a) Dependent coverage under the health and prescription plans will be available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student Status is not required. Coverage will be terminated at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375.

- (b) Subject to the provisions and requirements of P.L. 2005 C. 375, if the Chief of Police is enrolled through any Township health or prescription plan, he may elect to enroll his dependent until age 31 for an additional premium which shall be billed directly to the Chief of Police by the insurance carrier. Dependents who are permanently disabled will remain covered during the life of the employee.

14. Retirement Benefits. Should the Chief of Police retire with 20 years of West Deptford service, retire on disability, or retire at age 65 or older with 15 years of West Deptford service, the Township will pay the full cost of insurance referenced in Section 13 above, subject to the retiree contribution requirements of Chapter 78, P.L. 2011, at the year two phase in contribution rate plus 2 percent. Notwithstanding anything set forth herein, in the event that the Chief of Police's subsequent employment provides coverage substantially similar to the coverage already provided by the Township, or the Chief of Police declines such coverage, the Township will be relieved of paying any medical plan premium during the time of such coverage, until such time that the Chief of Police is no longer eligible for coverage from another employer.

15. Flexible Spending Account. The Township shall provide a flexible spending account (FSA) to permit the Chief of Police to voluntarily set aside, on a pre-tax basis, a portion of his earnings to pay for qualified medical and dental expenses not otherwise covered by his health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

16. Annual Physical. The Chief is required to have an annual physical on or about his employment anniversary date. The Township will designate the physician to perform the physical and agrees to pay the cost.

17. Continuation of Coverage for Dependents.

- (a) The Township agrees to provide and otherwise extend medical benefits to the dependents of the Chief covered under Section 13 in the event that he is killed or totally and permanently disabled in the line of duty as a direct result of a traumatic event that happened or otherwise occurred during and as a direct result of the Chief carrying out his regular duties. Prior to the entitlement to such benefits taking effect, a Certification shall be required from a physician licensed to practice medicine in New Jersey certifying the death or total and permanent disability as the case may be. Said physician to be selected at the sole option of the Township. The Chief agrees to submit to a medical examination(s) and otherwise cooperate with the Township and its physician.

Failure to submit to such examination and otherwise cooperate will result in benefits not being extended to the Chief's dependents. If said dependent is covered under another medical plan, which provides comparable benefits or would otherwise be entitled to be so covered, then the Township's obligation to extend and provide such medical coverage shall cease. The Township shall provide medical benefits, in whole or on a selective basis, if no comparable coverage is available to dependent.

- (b) All medical benefits provided for by Section 13 shall be applicable to the surviving spouse and/or dependent child(ren) of the Chief. The Chief must otherwise qualify for health insurance benefits and must predecease his/her surviving spouse and/or dependent child(ren). All terms and conditions as set forth in Section 13 that apply to the employee shall likewise apply to the surviving spouse and/or dependent children.

To qualify for said benefits, at the time of the Chief's death, said surviving spouse must be legally married to the Chief and said dependent child(ren) must be legally dependent in accordance with applicable law and/or regulation. Said benefits to said surviving spouse shall terminate upon the remarriage of said surviving spouse. Said benefits to dependent child(ren) shall terminate upon said child(ren) no longer being dependent as determined by applicable law and/or regulation.

- (c) The Chief shall be responsible for extra costs incurred by the Township if there is a change in the Chief's life status (divorce, death of spouse, etc.) which would affect his or her health and prescription benefits and the employee does not report it to the Township within 60 days of the event.

18. Waiver of Benefits. The Chief, may request for a waiver of Township provided health benefits coverage. Should the Chief waive Township provided health benefits coverage, he shall be compensated \$2500 annually for the year in which the health insurance benefit is waived.

19. Injured-On-Duty Leave.

- (a) If the Chief is injured on duty, the Township will pay his full pay out of his sick bank from the date of injury until approved for Workman's Compensation. Once approved, the sick time will be credited back to his sick bank. If the Chief does not have enough accumulated sick time/time off he shall be advanced sick time to cover the absence. If the Chief leaves the employ of the Township prior to reimbursing the Township for such advanced time, the Chief shall be required to reimburse the Township for such advanced time.
- (b) If the Workman's Compensation carrier determines that the Chief is injured in the line of duty, unable to work, and approves the Chief for benefits, the Township will make up the difference between the Workman's Compensation benefits and regular gross pay, until the Chief is either cleared to return to work by the carrier and the Township or one year elapses from the date of Workman's Compensation approval. In no event shall the supplement continue beyond (1) one year from the date of Workman's Compensation approval. However, during this period the Township shall pay the supplement at the Township's expense, and the Chief's sick bank shall not be docked.

20. Tuition Reimbursement. The Township will provide up to \$5,000 per annum of tuition reimbursement for courses directly related to the attainment of a law enforcement related Master's Degree or courses required for attainment of the same. The prior approval of the Township Administrator is required and the employee must achieve a grade point average of 2.5 or better to qualify for reimbursement.

21. Retroactive Application. All increases to compensation set forth in this Agreement, and all healthcare contributions set forth in this Agreement shall be retroactive to February 1, 2021. The Parties agree to take whatever action is necessary to make this Section 21 effective.

22. Term. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until December 31, 2025. On or after September 1, 2025, either party may serve notice upon the other party of intent to commence negotiations for a new

Agreement. The Parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2025, the terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed.

23. Entire Agreement. This Agreement represents the entire agreement between the Parties regarding the subject matter is addresses and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by a writing, which is signed by all of the Parties.

24. Governing Law and Construction. This Agreement is governed by and shall be construed in accordance with the laws of the State of New Jersey. Any disputes arising out of and/or relating to this Agreement shall be filed only in the Superior Court of New Jersey, Gloucester County.

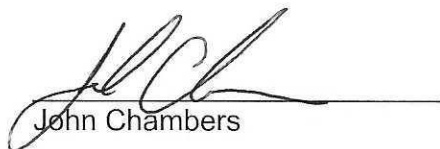
25. Modifications and Amendments. This Agreement shall not be modified or amended except by writing duly executed and signed by the Parties. This Agreement is binding on and inures to the benefit of the Parties and to their respective heirs, attorneys-in-fact, successors and permitted assigns.

26. Severability. If any part of this Agreement shall be held unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

27. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such term, covenant, or condition.

IN WITNESS WHEREOF, acknowledging the adequacy of the consideration set forth herein, the Parties have caused this Agreement to be properly executed and attested.

Chief of Police


John Chambers

Township of West Deptford

Denice DiCarlo, Mayor

Lee Ann DeHart, Clerk