

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Spring Lake that the Mayor and Borough Clerk be and hereby authorized to execute an employment agreement with the W. Bryan Dempsey a copy of which is annexed hereto and made a part hereof as if set forth at length herein. Said Agreement shall become effective on January 1, 2021 through December 31, 2025.

Joseph Naughton

MAYOR JENNIFER NAUGHTON


DINA M. ZAHORSKY, BOROUGH CLERK

DINA M. ZAHORSKY, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N
MR. FROST		✓	✓			
MR. JUDGE					✓	
MR. ERBE	✓		✓	✓		
MISS MCDONOUGH			✓	✓		
MR. SAGUI			✓	✓		
MS. WHALLEY			✓	✓		
MAYOR NAUGHTON						

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on December 6, 2022.

Borough Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of January 1, 2021, by and between the **BOROUGH OF SPRING LAKE**, a Municipal Corporation in the County of Monmouth, State of New Jersey whose address is Fifth and Warren Streets, New Jersey 07762 (hereinafter referred to as "Borough") and **W. BRYAN DEMPSEY**, whose address is P.O. Box 441, Allenwood, New Jersey 08720 (hereinafter referred to as "Administrator").

WITNESSETH:

WHEREAS, the Borough of Spring Lake in a Municipal Corporation in the County of Monmouth, State of New Jersey; and

WHEREAS, pursuant to N.J.S.A. 40A:9-136, et seq. and §58-27, et seq. of the Spring Lake Borough Code, the Borough has created the position of Business Administrator; and

WHEREAS, Borough desires to continue to employee W. Bryan Dempsey to provide the professional and administrative oversight services of Business Administrator for the Borough; and

WHEREAS, Borough has reviewed Administrator's qualifications and credentials, his past performance as Administrator of the Borough since 2010 and has determined that Administrator possess the requisite executive and administrative abilities and qualifications, with special regard as to education, training and experience in governmental affairs and that he is not a member of the governing body and has not been a member of the governing body within one year of the date of execution of the Agreement; and

WHEREAS, Administrator desires to be employed by Borough in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals of fact and the mutual promises and covenants set forth hereinafter, and other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE ONE **REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

Section 1.1 Representations and Warranties of Employee. Administrator represents and warrants as follows:

(a) That he has the power to execute, deliver, and perform this Agreement, and that this Agreement, when executed by him, will be valid and enforceable in accordance with its terms; and

(b) That to the best of his knowledge, the execution, delivery, and performance of this Agreement will not violate and provision of law, rule, regulation, order or decree of any court or governmental authority, or violate or conflict with, result in a breach of or constitute a default under, any indenture or agreement by which he may be bound, or to which he is a party; and

(c) That to the best of his knowledge, he is not required to obtain any consent or approval of any governmental agency or other regulatory authority for the execution, delivery, and performance of the Agreement; and

(d) That there are no proceedings by or before any governmental commission, board, bureau or other administrative agency or any judicial action, suit or proceeding pending or, to his knowledge, threatened against or affecting his or any of his professional licenses, privileges or properties; and

(e) That he is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement, contract or instrument to which he is a party or by which he is bound; and

(f) That no event has occurred or failed to occur which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an event of default under this Agreement; and

Section 1.2 Representation and Warranties of Borough. Borough represents and warrants as follow:

(a) That it is a Municipal Corporation in the County of Monmouth, validly existing, and in good standing under the laws of the State of New Jersey, and it has the power to execute, deliver, and perform under this Agreement; and

(b) That, to the best of its knowledge, the execution, delivery, and performance of this Agreement will not violate any provision of law, rule, regulation, order or decree of any court or governmental authority, or violate or conflict with, result in a breach of or constitute, a default under any indenture or agreement by which it may be bound or to which it is a party; and

(c) It is not required to obtain any consent or approval of any governmental agency or other regulatory authority for the execution, delivery, and performance of the Agreement; and

(d) That there are no proceedings by or before any governmental commission, board, bureau or other administrative agency or any judicial action, suit or proceeding pending or, to its knowledge, threatened against or affecting it or any of its privileges or properties; and

(e) That no event has occurred or failed to occur which constitutes, or which

with the giving of notice or the passage of time or both, would constitute, an event of default under this Agreement; and

ARTICLE TWO

A. EMPLOYMENT - ADMINISTRATOR

Section 2A.1 Employment of Employee as Administrator. Subject to the terms and conditions of the Agreement, Borough hereby employs Administrator, and Administrator hereby agrees to be employed by Borough as an Administrator, for a minimum of forty hours (40) per week, to provide the services set forth in this Agreement for the Borough. The services that Administrator shall provide under this Agreement shall include, but not be limited to, the following:

A. The Borough Administrator shall be the chief administrative officer of the Borough and shall be responsible to the Borough Council for the proper and efficient administration of the business affairs of the Borough and shall have such powers and perform such duties other than those required by law to be exercised by the Borough Council or by another officer, board, body, or department of the Borough.

B. To supervise the administration of all department, offices, employees and agents of the Borough and shall issue any regulations or directives necessary to that extent unless otherwise provided by law.

C. To receive from each department, office and board their annual budget requests and to review and transmit the same, along with his comments and recommendations, to the Mayor and Borough Council.

D. To consult with the Mayor and Borough Council on the preparation of the tentative budget, recording charges, additions and deletions thereto and to submit final recommendations in the form required by law, together with an analysis of the various items of expenditure and revenue and such explanatory comments as may be required.

E. To maintain a continuing review and analysis of budget operations including, but not limited to, water and sewer, beach utility; general and capital budgets; work progress and the costs of municipal services.

F. To supervise the disbursement of all Borough funds and to approve all vouchers and bills before submitting the same to the Borough Council for final approval, as directed by the Borough Council.

G. To keep the Mayor and Borough informed of the financial condition of the Borough and to make such reports thereon as required and to prepare, semiannually, a comprehensive report on the financial condition of the Borough after adoption of the budget, to be responsible for the administration and implementation of all programs contained therein.

H. To study the administrative and other operations of the Borough

and make recommendations for plans and programs to meet the changing needs of the Borough.

I. To receive and reply to inquires and complaints concerning Borough business and to provide information and assistance in respect thereto.

J. To attend all meetings of the Borough Council and any other committees or boards, as required.

K. To establish and maintain sound personnel practices and maintain appropriate records of all employees and to have the authority to recommend to the Mayor and Borough Council the initial hiring, promotions, dismissal or disciplinary actions for all Borough employees.

L. To recommend the nature, location and extent of public improvements and to coordinate the execution of the same when authorized by the Mayor and Borough Council.

M. To implement and enforce the policies of the Mayor and Borough Council with respect to the compiling and release of public information.

N. To represent the Borough in its relation to the federal, state and county governments and to other municipalities and to evaluate the Borough's interest in contracts, grant writing, franchises and other business transactions as assigned by the Mayor and Borough Council.

O. To supervise and continually review the Borough's insurance programs.

P. To assist the Borough Council in negotiating contracts for the Borough, as authorized by and subject to the approval of the Borough council.

Q. To act as a liaison on behalf of the Borough with all utility companies serving any portion of the Borough to be sure that such utilities are providing adequately for the needs of the residents of the Borough.

R. To assure that the provisions of all franchises, leases, permits and privileges granted by the Borough are complied with.

S. To require each department to maintain adequate inventory records of all equipment and materials owned and used by the Borough and to arrange for the disposal of all inadequate or obsolete materials when directed to do so by the Borough Council.

T. To assign responsibilities for departmental duties and coordinate interdepartmental operations, as authorized by the Borough Council.

U. To assist the residents of the Borough in matters within his

jurisdiction, to maintain a record of complaints submitted to him for his attention and to take proper steps to remedy the causes for such complaint.

V. To keep the Borough Council currently informed of all matters within his jurisdiction by such reports, verbally or in writing, as he deems advisable or as may be requested by the Borough Council and to submit an annual written report of his work accomplished, at the request of the Borough council, for the benefit of the public.

W. To review the expenses and cost of operation of the various departments and boards within the Borough of Spring Lake to see that each department and board is as financially self-sustaining as possible.

X. To purchase, store and distribute all supplies, materials and equipment and contract for all services required by any department, office or board of the Borough government; except that Department of Public Works shall be responsible for contract for public works or improvements. All purchases made and contracts awarded for supplies, materials or equipment or contractual services shall be pursuant to a written requisition from the head of the department, office or board whose appropriation shall be charges and the certification of the Treasurer that a sufficient unencumbered balance of appropriation is available to pay therefore.

Y. To inspect or supervise the inspection of all deliveries of supplies, materials and equipment and to determine their quality, quantity and conformance with specifications. To be in charge of any and all central storerooms and warehouses which may be established and to oversee the transfers to and between departments, offices or boards and transfers to and from central storerooms of such supplies, materials and equipment.

Z. To perform such other duties as may be assigned to him from time to time by the Mayor and/or Borough Council.

ARTICLE THREE **DUTIES**

Section 3.1 Professional Time. Subject to the direction, supervision, and control of the Mayor and of the governing body, Administrator shall devote his entire professional time, skill, and attention to the performance of professional services and activities on behalf of Borough. He shall perform all such services as shall reasonably be assigned to him by Borough.

ARTICLE FOUR **COMPENSATION AND BENEFITS**

Section 4.1 Compensation. During the term of this Agreement, salary shall be .5% above the total salary paid to Chief of Police each year thereafter through 2025. Said salary shall be paid to Administrator in accordance with Borough's standard payroll schedule upon submission of such time records as may be required by Borough. Such

payment shall be the full and final payment due to Administrator under this provision. Borough will deduct on all amounts paid to Administrator any withholding and taxes and assessments required by law or agreed to by Administrator to be withheld by the Borough. Administrator will be eligible for salary increases equivalent to those received by employees of the Borough who are not covered by a collective bargaining agreement.

Section 4.2 Total Compensation. Administrator hereby expressly agrees and covenants that the compensation and benefits received by him under this Agreement shall satisfy and discharge in full all of his claims upon Borough for compensation in respect of his professional services.

Section 4.3 Vehicle Allowance. The Administrator shall be eligible for mileage reimbursement for Borough business related trips in his personal vehicle.

Section 4.4 Benefits. The Administrator shall receive sick, personal, and other benefits equivalent to those received by employees of the Borough who are not covered by a collective bargaining agreement. All leave shall be prorated for any partial year of employment. The Administrator shall receive group health care, vision, prescription and dental benefits equivalent to those received by employees of the Borough who are not covered by a collective bargaining agreement with the Borough and subject to the terms of any premium contribution or other benefit agreement to which such employees may be subject now or in the future.

Section 4.5 Vacation. The Administrator shall receive Twenty (20) days of vacation in 2016 and thereafter unless additional time is agreed to. All leave shall be prorated for any partial year of employment.

ARTICLE FIVE **TERMINATION OF EMPLOYMENT**

Section 5.1 By Either Party. This Agreement shall be subject to voluntary termination, without cause, by either party at any time, upon ninety (90) days prior written notice specifying the date of termination sent to the other party by Certified Mail, Return Receipt Requested.

Section 5.2 Termination for Cause. Notwithstanding the foregoing, this Agreement may be terminated immediately, irrespective of any notice, if Administrator, in the opinion of the Mayor of Borough or the governing body of Borough, engages in personal or professional misconduct or commits any breach of this Agreement or violates any policy of Borough of such a materials nature as to render his presence as an employee of Borough professionally detrimental to the other employees or residents of Borough.

Section 5.3 Payment Upon Termination. Upon termination of the Agreement and Administrator's employment, with or without cause, Administrator shall only be paid the compensation accrued but unpaid as of the date of his termination, as well as accrued but unused vacation time subject to the applicable policies of Borough.

ARTICLE SIX

MISCELLANEOUS

Section 6.1 By-laws, Regulations, Records. (a) Administrator covenants and agrees to be bound by the Rules and Regulations, and all policies of Borough and its departments and any amendments or changes in the same from time to time.

(b) Administrator recognizes that any information, records, medical charts, and similar materials of Borough are confidential in nature and are assets and property of Borough and he will not disclose or use such confidential information learned by him during the period of his employment, except subject to prior written authorization of the Borough.

Section 6.2 Section Heading. The section heading in this Agreement are for ease of reference only and are not intended to govern, limit or affect the meaning of the several sections.

Section 6.3 Integration. This Agreement incorporates the entire understanding between Administrator and Borough with respect to the subject matter hereof and supersedes any and all prior understandings, written or oral. Any earlier agreements, discussions or negotiations between Administrator and Borough are null and void and shall be of no further effect after the date hereof.

Section 6.4 Amendments. No amendments or supplements to this Agreement shall be binding unless in writing and signed by both parties hereto.

Section 6.5 Waiver. Failure by either party to insist upon strict compliance with any of the terms, covenants or conditions hereof in any instance shall not be deemed a waiver by such party of any such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more time be deemed a waiver or relinquishment of such right or power at any time or times.

Section 6.6 Severability. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, then the validity and enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable.

Section 6.7 Notices. All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing and be deemed given when actually received by certified mail, return receipt requested, or personal delivery or by mail, postage prepaid, or by Federal Express or other nationally-recognize overnight delivery service, sent to the party at their address set forth in the Preamble of this Agreement or otherwise specified in writing delivered or mailed in the same manner. Service upon the Clerk of Borough shall be deemed proper service upon Borough.

Section 6.8 Governing Law. This Agreement shall be executed and delivered in New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey.

Section 6.9 Rule of Construction. The parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting party shall not apply.

Section 6.10 Days. For calculation of any time period, any reference to days herein shall include business days, weekends and holidays.

Section 6.11 Further Assurance. Administrator agrees that he will execute and deliver such documents or information as may be deemed reasonable advisable or necessary by Borough, its legal counsel or its accountants in order to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the day and year first above written.

BOROUGH:

ADMINISTRATOR:

By: _____
Jennifer Naughton, Mayor

By: _____
W. Bryan Dempsey

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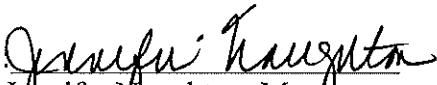
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