

BOROUGH ADMINISTRATOR

The Agreement made the 24th day of February, 2022 between Adrian Febre (hereinafter referred to as "Borough Administrator" or ("Mr. Febre")), and the BOROUGH OF Maywood (hereinafter referred to as the "Borough").

WITNESSETH

WHEREAS, the Borough is desirous of appointing Mr. Febre to perform the duties of Borough Administrator; and

WHEREAS, Mr. Febre is desirous to provide services as the Borough Administrator for the Borough; and

WHEREAS, the Governing Body of the Borough of Maywood finds that it is in the best interest of the citizens of Maywood to retain the services of Mr. Febre as Borough Administrator; and

WHEREAS, the parties are desirous of memorializing the terms of the parties' agreement.

NOW THEREFORE, based on the foregoing and on the mutual promises and covenants contained herein, the parties agree as follows:

1. APPOINTMENT

Mr. Febre is hereby appointed by the Borough of Maywood as Borough Administrator effective 3-24-22, 2022. Mr. Febre shall serve at the pleasure of the Mayor and Council in accordance with all applicable Federal, State and local laws, ordinances and regulations. Said contract shall govern the terms of employment in conjunction the applicable State law and Borough policy.

2. DUTIES

The Borough agrees to utilize the services of Mr. Febre and Mr. Febre agrees to provide his best professional services to the Borough and faithfully perform the duties of the position of Borough Administrator as assigned by the Borough Mayor and Council and prescribed by federal and state law, the regulations of governing state departments and other agencies, and the municipal code, policies, governing contracts and regulations of the Borough.

Mr. Febre acknowledges that this is a full time employment position. Accordingly, Mr. Febre shall devote all his time, attention, knowledge and skill solely and exclusively to the business interests of the Borough of Maywood in carrying out the aforesaid duties.

Mr. Febre shall attend meetings of the Mayor and Council and such other meetings as directed by the Mayor and Council.

3. PAYMENT

- A. The Borough Administrator shall receive an annual salary of:
 - i. \$ 120,000
 - ii. Mr. Febre shall receive the annual increase of salary, if any, equal with and in the manner commensurate with the other administrative employees of the Borough.
- B. Payment shall be made in the same manner as the Borough pays all of its employees.

4. BENEFITS

- A. Personal Days/Vacation Days. In addition to the recognized Holidays provided to Borough employees, Mr. Febre will be entitled to Paid Time Off (PTO) for each year, as follows:
 - i. 15 vacation days
 - ii. 3 personal Days
 - iii. Sick days shall be pursuant to the current Borough Policy
 - iv. Mr. Febre may only carry over 5 vacation/personal days to a following calendar year and if Mr. Febre does so, they must be used within the first 60 days of the following year. No days shall "bank".
- B. Pension or other Retirement Account. The Borough will be contributing to the applicable state retirement plan on behalf of Mr. Febre.
- C. Health Benefits. Mr. Febre may receive the Borough health benefits or portions thereof at his choice and make contributions according to Borough policy. Payment in lieu of benefits shall be available to Mr. Febre pursuant to state and local insurance policy guidelines.
- D. The Borough Administrator shall be entitled to join and participate in National, Regional and Local professional associations and attend meetings and conferences in his official capacity to further the interest of the Borough. All cost will be provided by the Borough, subject to approval of the Mayor and Council.

5. INDEMNIFICATION

Mr. Febre as the Borough Administrator shall have all of the powers, duties and obligation of the Borough Administrator for the Borough and be accorded all statutory protection related to indemnity of municipal officers and employees as set forth by State and Borough law , insofar as legally permissible.

6. REMOVAL/TERMINATION

The Agreement may be terminated by either party at any time, providing the other party gives proper notice. Notice shall be personally served or by mail. Notice shall be deemed effective upon mailing. A notice upon Mr. Febre pursuant to the New Jersey's Open Public Meetings Act ("OPMA"), or "Rice Notice" provided by the Borough shall be sufficient notice on behalf of the Borough.

Upon termination Mr. Febre would NOT be entitled to any further compensation from the date of termination other than what is provided by NJ Rev Stat § 40A:9-138 (2013)

Mr. Febre as the Borough Administrator may be removed with or without cause pursuant NJ Rev Stat § 40A:9-138 (2013).

7. MISCELLANEOUS

The entire Agreement is contained within the document. The Agreement may not be modified, amended or waived except by a written instrument duly executed by the parties. New Jersey law shall govern the execution, delivery, interpretation, performance and the enforcement of the Agreement.

Mr. Febre shall be permitted to engage in outside professional activities, such as owning /operating other professional businesses as long as same does not create a conflict of interest, speaking, teaching and services on boards and committees, including but not limited to the any elected political position.

Mr. Febre is to enroll in the Certified Public Mangers course offered by Rutgers University and the Borough shall bear the Cost for such course.

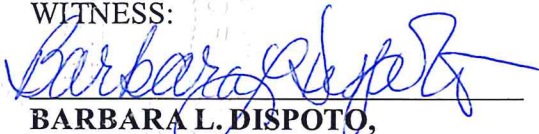
8. SAVINGS CLAUSE

If, during the term of the Agreement, it is found that a specified clause to the Agreement is contrary to Federal or State law, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.

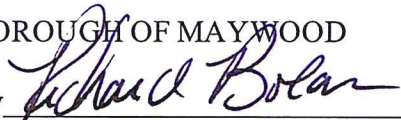
9. REPRESENTATION

The parties hereto represent to each other that they have been represented by Counsel and those they fully understand the terms and conditions of the Agreement and agree to be bound by same.

WITNESS:

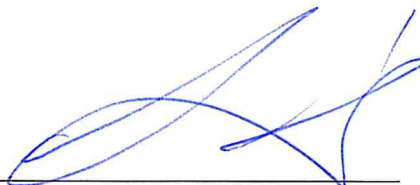

BARBARA L. DISPOTO,
BOROUGH CLERK

BOROUGH OF MAYWOOD

By 
MAYOR RICHARD BOLAN

WITNESS:



By 
ADRIAN FEBRE

ADDENDUM TO CONTRACT AGREEMENT BETWEEN THE BOROUGH OF
MAYWOOD AND ADRIAN FEBRE AS BOROUGH ADMINISTRATOR

1. The Borough of Maywood and Adrian Febre, Borough Administrator, hereby agree to the following amendment to the Contract Agreement between the Borough and Adrian Febre as Borough Administrator:

(1) Para. 4 entitled BENEFITS, paragraph A. Personal Days/ Vacation Days: (i) 15 vacation days be amended to reflect twenty (20) vacation days..

2. All other terms and conditions of the Contract Agreement between the Borough and Adrian Febre as Borough Administrator dated January 24, 2023 shall continue to be in full force and effect.

BY: _____

ADRIAN FEBRE
Borough Administrator

Date: 12-17-24

BOROUGH OF MAYWOOD

BY: _____

Richard Bolan, Mayor

Date: 12/13/24