

WEST DEPTFORD TOWNSHIP

Resolution 2016- 182

**RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD,
COUNTY OF GLOUCESTER, STATE OF NEW JERSEY
APPROVING A PERSONAL SERVICES AGREEMENT BETWEEN THE
TOWNSHIP OF WEST DEPTFORD AND SAMUEL DiSIMONE, III**

WHEREAS, the Township of West Deptford (the "Township") and Samuel DiSimone, III entered into a Personal Services Agreement, dated April 1, 2015, which established the terms and conditions of his employment as the Chief of Police by the Township; and

WHEREAS, the Township entered into an Interlocal Services Agreement with the Borough of National Park, on September 17, 2015 (the "National Park Agreement"), which became effective on January 1, 2016, for the Township to provide police coverage and protection to and for the Borough of National Park; and

WHEREAS, the National Park Agreement expanded the scope of the Chief of Police's responsibilities and the Township wishes to compensate the Chief of Police for these increased responsibilities for so long as the National Park Agreement continues to be in effect;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of West Deptford, County of Gloucester, and State of New Jersey, that the terms and conditions of the Agreement attached hereto are hereby approved, ratified, and confirmed.

BE IT FURTHER RESOLVED, by the Mayor and Township Committee of the Township of West Deptford, County of Gloucester, and State of New Jersey, that the Mayor and Township Clerk are hereby authorized to execute the attached Agreement and to take any and all actions reasonably required to effectuate said Agreement.

ADOPTED at the regular meeting of the Township of West Deptford, County of Gloucester, State of New Jersey held on this 15th day of June, 2016.

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, MAYOR

ATTEST:



LEE ANN DEHART, ACTING MUNICIPAL CLERK



PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (this "**Agreement**"), effective as of this 16 day of June, 2016 (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 Samuel DiSimone III (the "**Chief of Police**") (collectively, the "**Parties**").

RECITALS

WHEREAS, the Township and the Chief of Police entered into a Personal Services Agreement, dated April 1, 2015, which established the terms and conditions of the employment of the Chief of Police by the Township (the "**West Deptford Agreement**"); and

WHEREAS, the Township entered into an Interlocal Services Agreement with the Borough of National Park, dated September 16, 2015, for the Township to provide police coverage and protection to and for the Borough of National Park (the "**National Park Agreement**"); and

WHEREAS, the National Park Agreement expanded the scope of the Chief of Police's responsibilities beyond those set forth in the West Deptford Agreement; and

WHEREAS, the Township wishes to compensate the Chief of Police for these increased responsibilities for so long as the National Park Agreement continues to be in effect;

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:

1. Reaffirm West Deptford Agreement. The Parties hereby reaffirm the terms and conditions of the West Deptford Agreement, and acknowledge that the West Deptford Agreement shall remain in full force and effect for the duration set forth in Article XVI thereof.

2. Additional Responsibilities. The responsibilities of the Chief of Police, as set forth in Article III of the West Deptford Agreement, shall be hereby expanded to include all responsibilities required of the Chief of Police by the National Park Agreement for as long as the National Park Agreement continues to be in effect.

3. 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 Paragraph 2 above for as long as the National Park Agreement continues to be in effect. This amount shall be paid in accordance with the Township's normal payroll practices and subject to all required withholdings.

4. Duration. This Agreement shall continue in effect until (i) the termination of the West Deptford Agreement, or (ii) the termination of the National Park Agreement, whichever occurs first.

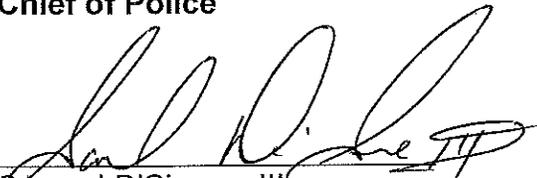
5. Entire Agreement. This Agreement represents the entire agreement between the Parties regarding the subject matter is addresses and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by a writing, which is signed by all of the Parties.

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

7. 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.

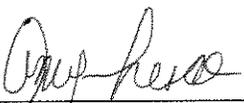
IN WITNESS WHEREOF, acknowledging the adequacy of the consideration set forth herein, the Parties have caused this Agreement to be properly executed and attested.

Chief of Police


Samuel DiSimone III

Township of West Deptford


Denice DiCarlo, Mayor


Lee Ann DeHart, Acting Municipal; Clerk
Amy Leso, RMC, Deputy