

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-270

Council Meeting Date: 07-13-2015

Date Adopted: 07-13-2015

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE NPSM EMERGENCY SERVICES DISPATCH CENTER AND THE BOROUGH OF NEW PROVIDENCE FOR PAYROLL SERVICES AND BENEFITS ADMINISTRATION

Councilperson Kapner submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between NPSM Emergency Services Dispatch Center and the Borough of New Providence for Payroll Services and Benefits Administration, in the form attached hereto.

BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of New Providence in the County of Union and State of New Jersey, that they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 13th day of July, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 13th day of July, 2015.

Wendi B. Barry, Borough Clerk

PAYROLL SERVICES AND BENEFITS ADMINISTRATION AGREEMENT

This PAYROLL SERVICES and BENEFITS ADMINISTRATION AGREEMENT (“**Agreement**”), effective July 1, 2015, is entered into by and between the BOROUGH OF NEW PROVIDENCE, a municipality in the State of New Jersey (“**Borough**”), located at 360 Elkwood Avenue, New Providence, NJ 07974; and NPSM Emergency Services Dispatch Center, a Joint Meeting in the State of New Jersey (“**NPSM**”), located at 360 Elkwood Avenue, New Providence, NJ 07974;

RECITALS

WHEREAS, The Borough is a member of the Joint Meeting offering customary basic payroll and benefit administration services;

WHEREAS, NPSM desires to utilize the services of the Borough to meet its payroll, benefits, and limited human resources obligations;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Employee Information. NPSM will provide complete employee information including employee’s name and address, social security number, and W4 and I9 documents upon engagement.
2. Source of Funds. The Borough will invoice NPSM quarterly for payroll processing, and NPSM shall remit funds in the form of a check. Such funds will be due by the last business day of the quarter for which invoice was issued.
3. Preparing Payroll. NPSM should submit payroll information as soon as possible, but in any event no later than three (3) days prior to NPSM’s scheduled payday. In addition to processing employee wages, the Borough will remit all deductions required by law and or any collective bargaining agreement, and file the appropriate tax reports. The Borough shall not be responsible for tax deposits, interest charges and/or penalties or any other cost or fee that arose prior to or after the term of this Agreement, or where NPSM failed to notify the Borough of any changes or penalties.
4. Schedule of Performance. The Borough shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established by the NPSM.
5. Term. Unless earlier terminated in accordance with Section 10 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding the remainder of the year the Agreement is executed plus three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance.
6. Compensation. The Borough will be compensated \$1,500.00 quarterly. Payment of invoice is conclusive evidence of NPSM approval.

7. Record Retention. It is the policy of the Borough to retain all payroll records pursuant to the State of New Jersey Municipal Agencies General Records Retention Schedule M100000-08. This retention policy is subject to change upon notice. This retention policy shall not relieve NPSM of any obligation under law to retain its own records, and the Borough shall not have any liability for missing records.

8. Corrections. The Borough will take due care in processing NPSM payroll and benefits, however, the Borough shall be responsible only to the extent of correcting any errors which are the fault of the Borough. The Borough shall not be liable for errors that were not caught by the NPSM on the processing in which they first occurred. Expressed acceptance and/or payment of the Borough invoice will indicate approval of the employee payment information. The Borough will not be responsible for erroneous payments resulting from approved or paid invoices. In most cases payroll payments cannot be reversed or recovered.

9. Disclaimer of Liability. Other than as specifically set forth in this Agreement, The Borough will not be liable for any damage or loss (including, but not limited to, liabilities, costs and expenses) to the NPSM or its employees or their union or under any collective bargaining agreement arising out of its acts or omissions or those of the NPSM or any third parties. Nor shall the Borough be liable for failure to provide the services herein if due to causes and conditions beyond its control. The Borough makes no representations or warranties except as expressly stated herein and all other warranties express or implied are hereby specifically excluded. In no event shall the Borough be liable for incidental or consequential damages even if the Borough has been advised of the possibility of such damages. In no event shall the Borough's total liability to the NPSM, its employees or any third parties pursuant to any claim arising out of or relating to this Agreement or the transactions covered hereby (whether in contract or in tort) exceed the dollar amount of the official employee's check on which the claim is based.

10. Entire Agreement. The parties agree that this Agreement is the entire agreement between the parties and replaces and supersedes any prior agreements, discussions and understandings of any manner between the parties. Any amendment, modification, change or supplement to this Agreement by the Borough shall be binding upon the NPSM. This Agreement shall be deemed drafted by the Borough and NPSM, and no rule of construction shall be invoked against either party respecting the authorship hereof. All captions and headings herein are for convenience only and shall not be construed as interpretive or a part of any provision hereof. This agreement may be signed electronically, by facsimile and in counterparts.

11. Termination. The Borough may immediately terminate this Agreement for cause. For purposes of this Agreement, "cause" shall mean a material breach of the terms and conditions of this Agreement by NPSM. Except as otherwise set forth herein, this Agreement may be terminated by either party upon prior written notice to the other, provided, however, the NPSM's duty to provide sufficient funds to the Borough until NPSM's employees and the Borough are paid in full for all payrolls run by the Borough.

12. Assignment. This Agreement shall not be assigned or otherwise transferred by the NPSM to any other person, corporation or entity without the prior written consent of the Borough which consent may be granted or withheld at Borough's sole discretion. This Agreement insures to the benefit of each party's heirs, permitted successors and assigns.

13. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. Any litigation by NPSM, Signer or the Borough for any reason shall be held in Union County, New Jersey or in the federal court of Newark, New Jersey. Any judicially ordered arbitration shall be binding on both parties. If any action at law or equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

14. Third Parties. Unless otherwise set forth herein, under no circumstances shall NPSM's employees be construed as third party beneficiaries hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date first written above.

NPSM EMERGENCY SERVICES
DISPATCH CENTER

THE BOROUGH OF
NEW PROVIDENCE

Signature: _____

Scott W. Ruf
Executive Director

Douglas Marvin
Borough Administrator

NPSM EIN: 47-1356623