

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2017- 049

Council Meeting Date: 01-23-2017

Date Adopted: 01-23-2017

TITLE: RESOLUTION APPROVING CONTINUATION OF SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND THE CITY OF SUMMIT FOR A TAX ASSESSOR

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

WHEREAS, the Borough of New Providence and the City of Summit desire to continue the agreement to retain the services of the same individual for tax assessing purposes and share the cost of salary and benefits.

1. Tax Assessor for New Providence.
2. Assistant Tax Assessor for Summit.

NOW THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey as follows:

1. That Bryan Flynn is appointed as Tax Assessor for the Borough of New Providence, County of Union, and State of New Jersey at an annual salary to be set by salary resolution.
2. Bryan Flynn shall dedicate 40% of his time providing services to the Borough of New Providence. Appropriate municipal officials are authorized to execute an agreement, attached to and made a part of this resolution, with the City of Summit to provide for a division of costs of benefits on the terms previously in effect between the Borough of New Providence and The City of Summit in connection with the desire to hire Tax Assessor and a part-time Tax Assessor, respectively.

APPROVED, this 23rd day of January, 2017.

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 23rd day of January, 2017

Wendi B. Barry, Borough Clerk

AGREEMENT

THIS AGREEMENT made this 23rd day of January, 2017 by, between and among Bryan Flynn (hereinafter "Flynn"); the BOROUGH OF NEW PROVIDENCE, a municipal corporation of the State of New Jersey, with offices at 360 Elkwood Avenue, New Providence, New Jersey 07974 (hereinafter the "Borough"); and CITY OF SUMMIT, a municipal corporation of the State of New Jersey, with its City Hall at 512 Springfield Avenue, Summit, New Jersey 07901 (hereinafter the "City").

WITNESSETH:

WHEREAS, the City requires the services of an Assistant Tax Assessor;

WHEREAS, the Borough requires the services of a Tax Assessor;

WHEREAS, neither the City nor the Borough require the services of a Tax Assessor or Assistant Tax Collector on a full-time basis;

WHEREAS, Flynn has indicated that he is willing to accept employment from both the City and the Borough on a combined basis; and

WHEREAS, the City and the Borough each desire to appoint Flynn on a part-time basis and to share the cost of full time benefits.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereafter, it is agreed as follows:

1. The City has appointed Flynn Assistant Tax Assessor.
2. The Borough has appointed Flynn as Tax Assessor for the Borough.
3. Flynn has accepted appointment by both the City and the Borough and shall perform the duties of Tax Assessor for the Borough and Assistant tax Assessor for the City.
4. Flynn shall receive a salary in accordance with the City's and Borough's respective salary ordinances. He shall receive such future increases in

salary as may be awarded by the City or Borough whether prospective or retro-active increases.

5. Flynn shall be entitled to receive from the City all employment benefits presently offered to full-time, non-union employees of the City including, but not limited to, medical coverage, vacation, pension contribution and sick time. Flynn shall also receive any increases in benefits given to other full-time, non-union employees of the City.
6. Flynn shall divide his weekly employment time between the Borough and the City with approximately sixty percent (60%) of his time dedicated to the City and forty percent (40%) of his time dedicated for the Borough, provided that his total per week is at least thirty-five (35) hours. He shall be responsible for reporting his time to the administrators for the City and Borough.
7. The Borough agrees to pay to the City, on a quarterly basis, forty (40%) percent of the total cost of health benefits provided to Flynn. In the event of any increase in the cost of said benefits, the City shall give prior notice to the Borough.
8. In accordance with Chapter 78, the Borough will deduct medical contributions from Bryan's salary with said percentage based on his salary for New Providence.
9. This Agreement shall remain in effect until the end of the term for which Flynn has been appointed by either municipality or the earlier cessation of employment of Flynn by either municipality on thirty (30) days prior written notice given by either municipality to Flynn. The Agreement may be renewed by resolution of both governing bodies at the time of reappointment by either municipality.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or had this Agreement executed by the proper municipal officials the day set forth opposite their names.

WITNESS:

Bryan Flynn

Dated: _____

ATTEST:

BOROUGH OF NEW PROVIDENCE

Wendi B. Barry, Borough Clerk

Allen Morgan, Mayor

Dated: _____

CITY OF SUMMIT

Rosemary Licatese, City Clerk

Nora Radest, Mayor

Dated: _____