

**LINWOOD COMMON COUNCIL**

**CAUCUS AGENDA**

**May 26, 2021**

**6:00 P.M.**

**NOTICE OF THIS MEETING HAS BEEN PUBLISHED  
IN ACCORDANCE WITH THE REQUIREMENTS OF  
THE OPEN PUBLIC MEETINGS ACT.**

1. Roll Call  
Mayor Matik \_\_ Mrs. Byrnes \_\_\_\_\_ Mrs. DeDomenicis \_\_\_\_\_  
Mr. Ford \_\_\_\_\_ Mr. Gordon \_\_\_\_\_ Mr. Levinson \_\_\_\_\_  
Mr. Michael \_\_\_\_\_ Mr. Paolone \_\_\_\_\_  
  
Professionals: Mr. Youngblood \_\_\_\_\_ Mr. Polistina \_\_\_\_\_ Mrs. Napoli \_\_\_\_\_
2. Approval of Minutes Without Formal Reading
3. Mayor's Report  
A. Police promotions
4. Councilwoman Byrnes  
A. Neighborhood Services  
1. Resolution authorizing submission of a Grant Application for the Linwood Municipal Alliance Grant
5. Councilwoman DeDomenicis  
A. Public Works
6. Councilman Ford  
A. Planning, Engineering, & Development
7. Councilman Gordon  
A. Planning, Engineering, & Development
8. Councilman Levinson  
A. Revenue & Finance  
1. 2021 budget update
9. Councilman Michael  
A. Public Safety  
1. Resolution authorizing execution of a Memorandum of Understanding with the American Red Cross  
2. Resolution confirming the promotion of Jason Weber to the position of Chief of the Linwood Police Department  
3. Resolution authorizing the execution of a Separation Agreement with Jason Weber  
4. Resolution authorizing the promotion of Austin Martin to the position of Lieutenant
10. Council President Paolone  
A. Administration  
1. Sound discussion
11. Mr. Youngblood  
A. Resolution authorizing execution of an Addendum to the Radio Network License Agreement between the City of Linwood and Atlantic County

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
May 26, 2021**

**CALL TO ORDER**

**NOTICE OF THIS MEETING HAS BEEN  
PUBLISHED IN ACCORDANCE WITH THE  
REQUIREMENTS OF THE OPEN PUBLIC MEETINGS ACT.**

**FLAG SALUTE:** Councilman Matt Levinson

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**RESOLUTIONS**

**108-2021** A Resolution confirming the promotion of Jason Weber to the position of Chief in the Linwood Police Department

**RESOLUTIONS WITHIN CONSENT AGENDA**

All matters listed under item, **Consent** Agenda, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

**106-2021** A Resolution authorizing execution of an Addendum to the Radio Network License Agreement between the City of Linwood and Atlantic County

**107-2021** A Resolution authorizing the Mayor and City Clerk of the City of Linwood to execute a Memorandum of Understanding between the American Red Cross and the City of Linwood

**109-2021** A Resolution authorizing the execution of a Separation Agreement with Jason Weber

**110-2021** A Resolution authorizing submission of a Grant Application for the Linwood Municipal Alliance Grant

**111-2021** A Resolution confirming the promotion of Detective Sergeant Austin Martin to the position of Lieutenant in the Linwood Police Department

**APPROVAL OF BILL LIST: \$1,241,310.21**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

P.O. Type: All  
 Range: First to Last  
 Format: Condensed  
 Open: N Paid: N Void: N  
 Rcvd: Y Held: Y Aprv: N  
 Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
21001599	11/05/20	11512	MILLER'S LAWN CARE, INC *	Install Sprinkler Time Clocks	Open	4,925.00	0.00 B
21001858	12/29/20	12245	ACTION UNIFORM CO LLC*	2020 Uniform Allow: Devine	Open	297.00	0.00 B
22000013	01/01/21	12296	PREMIER COMPUTER SERVICES LLC*	2021 IT Services	Open	415.00	0.00 B
22000029	01/04/21	11359	HEALTH MATS COMPANY *	2021 Floor Mats	Open	79.43	0.00 B
22000059	01/05/21	00032	LINWOOD BD OF EDUCATION	2021 Tax Levy	Open	1,054,213.83	0.00
22000068	01/06/21	12633	JAMES P GRIMLEY*	2021 Prosecutor Services	Open	2,530.00	0.00 B
22000082	01/07/21	00922	SCHWAAB INC *	Date Stamps	Open	162.24	0.00
22000093	01/08/21	12672	ELDER PEST CONTROL INC*	2021 Pest Control	Open	320.00	0.00 B
22000109	01/11/21	11118	FLEETMASTER TRUCK REPAIR *	Federal DOT Inspection P/W 513	Open	100.00	0.00
22000196	01/25/21	11512	MILLER'S LAWN CARE, INC *	2021 Lawn Maintenance	Open	10,375.00	0.00 B
22000217	01/28/21	12725	FOXIT SOFTWARE INC	Software for PowerDMS System	Open	214.80	0.00
22000250	02/01/21	00636	AC UTILITIES AUTHORITY - SEWER	2021 Wastewater	Open	115,055.00	0.00
22000267	02/02/21	00111	THE PRESS *	Notice for Co-Op Purchasing	Open	38.60	0.00
22000464	03/09/21	12479	SHORE SOLUTIONS	Repair Thermostat Senior Room	Open	260.00	0.00
22000550	03/25/21	11118	FLEETMASTER TRUCK REPAIR *	Federal DOT Inspections	Open	202.50	0.00
22000553	03/25/21	00111	THE PRESS *	Ad for Ord. #7-9 2021	Open	265.28	0.00
22000576	03/29/21	00184	GARDEN STATE HWY PRODUCTS INC*	Crosswalk Street Sign Belhaven	Open	6,958.72	0.00
22000611	04/01/21	00184	GARDEN STATE HWY PRODUCTS INC*	Signs for Police Dept	Open	115.00	0.00
22000621	04/05/21	12594	ABOVE & BEYOND LANDSCAPES LLC*	Trim Trees Rec Field	Open	2,400.00	0.00
22000668	04/12/21	12512	SYNCB/AMAZON*	Under Desk Elliptical	Open	139.99	0.00
22000671	04/12/21	12512	SYNCB/AMAZON*	Livescan Toner Police Dept	Open	89.97	0.00
22000675	04/13/21	12512	SYNCB/AMAZON*	Cabinet Handles EMS Building	Open	15.48	0.00
22000684	04/15/21	12512	SYNCB/AMAZON*	Bathroom Fan EMS Building	Open	32.94	0.00
22000686	04/15/21	12479	SHORE SOLUTIONS	HVAC Maintenance Service	Open	3,074.85	0.00
22000688	04/15/21	00111	THE PRESS *	Ad for Ordinances	Open	147.38	0.00
22000704	04/16/21	12512	SYNCB/AMAZON*	Recordable CD's Court Office	Open	25.98	0.00
22000710	04/19/21	12605	MID-ATLANTIC FIRE & AIR CORP*	Replace O2 Sensor Fire Dept	Open	125.00	0.00
22000718	04/19/21	11095	MAINLAND PLATE GLASS CO., INC*	Repair Glass Window Library	Open	2,316.00	0.00
22000721	04/20/21	12512	SYNCB/AMAZON*	Tools Library Media Center	Open	400.22	0.00
22000729	04/22/21	12479	SHORE SOLUTIONS	Repair Air Handler City Hall	Open	2,000.00	0.00
22000732	04/23/21	12692	PB MACHINES LLC*	weld Bathroom Door Rec Field	Open	100.00	0.00
22000737	04/26/21	12479	SHORE SOLUTIONS	Repair Zone Valve Police Dept	Open	340.00	0.00
22000751	04/28/21	00399	TILTON VACUUM CLEANERS INC *	Vacuum Bag for EMS Building	Open	64.95	0.00
22000752	04/29/21	12216	UNIFIRST FIRST AID CORP*	Public Works Uniforms	Open	1,029.24	0.00
22000766	05/03/21	12512	SYNCB/AMAZON*	Computer Chargers Police Dept	Open	30.96	0.00
22000794	05/04/21	12512	SYNCB/AMAZON*	Soap for Public Works	Open	219.75	0.00
22000801	05/05/21	00389	PENN JERSEY PAPER CO *	Hand Soap	Open	259.30	0.00
22000803	05/05/21	00055	SCHOPPY, INC *	Install Kit All Wars Monument	Open	120.00	0.00
22000805	05/05/21	10588	ONE CALL CONCEPTS, INC *	Apr 2021 Street Opening Notice	Open	125.83	0.00
22000810	05/06/21	12456	ATLANTICARE PHYSICIAN GROUP	Physical Exam P/T Fire Flynn	Open	607.00	0.00
22000811	05/06/21	12015	STAPLES BUSINESS ADVANTAGE	Batteries & File Folders	Open	33.38	0.00
22000812	05/07/21	00056	SHORE HARDWARE & AUTO PARTS *	May 2021 Supplies	Open	32.70	0.00
22000814	05/07/21	12015	STAPLES BUSINESS ADVANTAGE	Office Supplies	Open	51.95	0.00
22000815	05/07/21	00256	LANGS GARDEN MARKET LLC*	Supplies for Arboretum	Open	793.95	0.00
22000820	05/10/21	12453	OFFSHORE CARPET CLEANING LLC*	May 2021 Cleaning Services	Open	534.00	0.00
22000832	05/10/21	00110	POINT AUTO REPAIR INC*	Replace Battery 2003 Pickup	Open	543.47	0.00
22000834	05/11/21	00463	COPIERS PLUS INC	Apr 2021 Copy Costs	Open	256.06	0.00
22000835	05/11/21	11512	MILLER'S LAWN CARE, INC *	Sprinkler Repairs	Open	1,267.20	0.00
22000846	05/13/21	10695	OLD CAPE RECYCLING FACILITY*	Recycle Brush & Chips	Open	21.00	0.00
22000848	05/13/21	12677	MICHAEL FOUNTAS	Reimb SWAT Equipment	Open	385.79	0.00

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type	
22000853	05/13/21	12713 MARIA EUGENIA FEHR LLC*	Apr 2021 Interpreter Services	Open	360.00	0.00		
22000854	05/13/21	00864 NJ DEPARTMENT OF	Solid Waste Transport Fee	Open	890.00	0.00		
22000855	05/13/21	12649 NEHMAD DAVIS & GOLDSTEIN PC*	Apr 2021 Plan Board Legal	Open	1,045.00	0.00		
22000856	05/13/21	00924 DELTA DENTAL *	Jun 2021 Dental Insurance	Open	5,594.74	0.00		
22000857	05/14/21	11084 COMCAST *	May 2021 Public Works Internet	Open	324.42	0.00		
22000860	05/14/21	12312 DUNE GRASS PUBLISHING LLC*	Window Envelops	Open	419.78	0.00		
22000862	05/14/21	00008 ATLANTIC CITY ELECTRIC *	Apr 2021 Electric	Open	3,495.37	0.00		
22000863	05/14/21	12453 OFFSHORE CARPET CLEANING LLC*	May 2021 Cleaning Services	Open	534.00	0.00		
22000865	05/17/21	11095 MAINLAND PLATE GLASS CO., INC*	Repair window Library	Open	600.00	0.00		
22000866	05/17/21	12347 ZW USA INC*	Dog Waste Bags	Open	968.04	0.00		
22000868	05/17/21	11084 COMCAST *	May 2021 Emergency Mgt Cable	Open	42.50	0.00		
22000869	05/17/21	12702 RUSSELL REID WASTE HAULING &	Jul 2021 Port O Potty Rental	Open	210.00	0.00		
22000870	05/17/21	12556 GREATAMERICA LEASING CORP*	Jun 2021 Postage Lease	Open	125.00	0.00		
22000871	05/17/21	00108 NEW JERSEY AMERICAN WATER *	Apr 2021 water	Open	419.26	0.00		
22000872	05/17/21	00046 NJ STATE LEAGUE OF MUNICIPAL *	2021-22 League Magazine	Open	350.00	0.00		
22000876	05/18/21	12344 ADVANCE AUTO PARTS	Fast Setting Glue Public Works	Open	88.29	0.00		
22000879	05/19/21	11409 ATLANTIC COUNTY CLERK'S OFFICE	Recording Fee	Open	8.00	0.00		
22000885	05/20/21	10783 SERVICE TIRE TRUCK CENTERS *	Tires for Trash Truck #59	Open	1,673.27	0.00		
22000886	05/20/21	11084 COMCAST *	May 2021 Fire Dept Phone	Open	165.65	0.00		
22000887	05/20/21	00097 COUNTY OF ATLANTIC, OFFICE	Apr 2021 Gasoline Charges	Open	2,782.47	0.00		
22000888	05/20/21	12353 STACY DEDOMENICIS	Reimb Gift Cards P/w Lunch	Open	120.00	0.00		
22000890	05/21/21	00199 COLIN HICKEY	Mar 2021 Therapy Sessions	Open	260.00	0.00		
22000891	05/21/21	12521 FINALCOVER LLC	Video Redaction Software Fee	Open	1,500.00	0.00		
22000896	05/24/21	00917 VISION SERVICE PLAN *	Jun 2021 Vision Insurance	Open	986.58	0.00		
22000897	05/24/21	10322 STANDARD INSURANCE COMPANY *	Jun 2021 Life Insurance	Open	191.85	0.00		
22000898	05/24/21	11581 DOMAIN REGISTRY OF AMERICA	Domain Name Renewal	Open	180.00	0.00		
22000901	05/25/21	11512 MILLER'S LAWN CARE, INC *	Sprinkler Repairs	Open	1,964.25	0.00		
22000902	05/25/21	12600 RONALD C GOVE M.D. P.A.*	Medical Evaluation Police Dept	Open	200.00	0.00		
22000903	05/25/21	12412 J HARRIS ACADEMY	2021 Marijuana Training	Open	500.00	0.00		
22000904	05/25/21	12750 KATHLEEN A ROBBINS	May 2021 Temp Court Help	Open	1,200.00	0.00		
Total Purchase Orders:		80	Total P.O. Line Items:	0	Total List Amount:	1,241,310.21	Total Void Amount:	0.00

---

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	297.00	0.00	297.00	0.00	0.00	297.00
CURRENT FUND	1-01	1,228,958.49	0.00	1,228,958.49	0.00	0.00	1,228,958.49
CAPITAL FUND	C-04	11,883.72	0.00	11,883.72	0.00	0.00	11,883.72
ESCROW ACCOUNTS	P-13	171.00	0.00	171.00	0.00	0.00	171.00
Total of All Funds:		<u>1,241,310.21</u>	<u>0.00</u>	<u>1,241,310.21</u>	<u>0.00</u>	<u>0.00</u>	<u>1,241,310.21</u>

**RESOLUTION No. 108, 2021**

A RESOLUTION CONFIRMING THE PROMOTION OF JASON WEBER TO THE POSITION  
OF CHIEF IN THE LINWOOD POLICE DEPARTMENT

**WHEREAS**, pursuant to N.J.S.A. 40A:61-4(f), the Mayor of the City of Linwood has promoted Jason Weber to the position of Chief effective May 26, 2021; and

**WHEREAS**, the Common Council of the City of Linwood wishes to confirm said promotion;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, County of Atlantic, that the promotion of Jason Weber to the position of Chief of the Linwood Police Department effective May 26, 2021 be and is hereby confirmed;

**BE IT FURTHER RESOLVED**, that the salary for the position shall be as set forth in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of May, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of May, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 106, 2021**

A RESOLUTION AUTHORIZING EXECUTION OF AN ADDENDUM TO THE RADIO NETWORK LICENSE AGREEMENT BETWEEN THE CITY OF LINWOOD AND ATLANTIC COUNTY

**WHEREAS**, the City of Linwood entered into an Agreement with Atlantic County for participation in the Atlantic County Radio Network on October 14, 2020; and

**WHEREAS**, the City of Linwood has entered into a separate Agreement with Inspira for Emergency Medical Response Services; and

**WHEREAS**, in order to perform services for the City of Linwood, Inspira requires limited access to the Atlantic County Radio Network as a sublicensee of the City; and

**WHEREAS**, the Common Council of the City of Linwood is desirous of authorizing the required access to Inspira;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Addendum to the Radio Network License Agreement with Atlantic County to recognize Inspira as the City's sub licensee be and hereby is approved;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute the Addendum to the Radio Network License Agreement with Atlantic County in accordance with the terms and conditions set forth therein.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of May, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of May, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**ATLANTIC COUNTY RADIO NETWORK LICENSE  
ADDENDUM #1**

This Addendum is executed on this \_\_\_\_ day of \_\_\_\_\_, 2021 between Atlantic County, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, New Jersey (hereinafter referred to as the "County"), and City of Linwood, a City of the State of New Jersey (hereinafter referred to as the "Licensee"), along with Inspira (insert corporate status and address: \_\_\_\_\_) in the limited capacity as a contractor providing certain Emergency Response services to the City.

**BACKGROUND STATEMENT**

The City and the County have entered into a Licensee agreement dated \_\_\_\_\_ concerning the City's participation in the ACRN, a true copy of which is attached as Exhibit A.

The City, along with the City of Linwood, have entered into a separate agreement with Inspira whereby Inspira will perform certain energy response services for the City, as detailed in a contract dated \_\_\_\_\_, attached as Exhibit B.

To perform the services for the City, Inspira requires limited access to the ACRN, as a sub-licensee of the City. The County desires to support the City's continued effective participation in the ACRN and is willing to accept Inspira's access to the ACRN as the City's sub-licensee. Inspira desires access to the ACRN as the City's sublicense, subject to the terms hereof.

**Terms**

1. The License, Exhibit A, is hereby amended to recognize Inspira as the City's sub license, engaged by the City to perform certain emergency response services for the City as detailed in Exhibit B.
2. As a condition of access to the ACRN as a sub licensee of the City, Inspira agrees to be bound by all terms, conditions, and requirements of the City and County License, attached as Exhibit A.
3. In addition to being bound by all terms and conditions of the License, Exhibit A, Inspira's participation in the ACRN shall be subject to the technical conditions listed on Exhibit C.
4. Except as modified herein, all terms and conditions of the License, Exhibit A, shall remain in full force and effect.



**IN WITNESS WHEREOF**, the County and Licensee have caused this License Agreement to be executed the day and year first above written.

ATTEST:

LICENSEE: CITY OF LINWOOD

\_\_\_\_\_

Leigh Ann Napoli

RMC, Municipal Clerk

\_\_\_\_\_

Darren Matik

Mayor

ATTEST:

INSPRIA, IN IT CAPACITY

AS A SUB LICENSEE:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

COUNTY OF ATLANTIC

\_\_\_\_\_  
SONYA HARRIS,  
Clerk of Board of Commissioners

\_\_\_\_\_  
DENNIS LEVINSON,  
County Executive

Approved as to Form  
For Atlantic County

\_\_\_\_\_

EXHIBIT A - Attach Original License

EXHIBIT B - Attach Inspira Contract / Scope of Services

EXHIBIT C - Specific Terms Concerning Inspira's use of the ACRN, as a sublicensee

The following are in addition to the terms and conditions of the License, Exhibit A.

1) Inspira has advised that it plans to purchase and use Motorola APX radios. From past experience with this equipment, it is expected that integration issues will have to be elevated to Motorola corporate for troubleshooting. Any required troubleshooting to integrate Inspira's equipment into the ACRN shall be the responsibility of Inspira and their radio vendor Wireless/Motorola. All Costs for integration issues or problems that may occur, now or at any subsequent time, including any supplemental integration needs arising from any change or upgrade of the ACRN or City systems, will not be the responsibility of Atlantic County, Linwood or Northfield. Cost for all integration/troubleshooting/issues will be the responsibility of Inspira and their vendors.

2) Unauthorized access to the ACRN system, misuse of system keys to facilitate unauthorized radio access to the ACRN system or for other uses not authorized by the ACRN Administrator will not be permitted, and may, in the sole discretion of the ACRN Administrator, be grounds for suspension of participation in the ACRN.

3) Inspira's request for access to all EMS/Fire for Atlantic County is DENIED. Access will be permitted to the following talk groups.

ACRN: County EMS 1, 2, 3, 4- County Fire 1,2,3,4 - Linwood EMS 1 and Fire 1 - Northfield EMS 1 and Fire 1 -Medcom 1 - EHT EMS 1 -VENTNOR FIRE /EMS 1 - MARGATE FIRE /EMS 1 – Somers Point EMS 1 - Atlantic City EMS 1 and LONGPORT FIRE/ EMS 1

Linwood internal city talk groups and Northfield internal city talk groups.

4) Access by Inspira to additional talk groups, not listed above, will require a letter/email from the chief of each agency authorizing access to their talk groups, addressed to the ACRN Administrator

**RESOLUTION No. 107, 2021**

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF LINWOOD TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE AMERICAN RED CROSS AND THE CITY OF LINWOOD

**WHEREAS**, there is a need to enter into a Memorandum of Understanding with the American Red Cross to define a working relationship in preparing for, responding to, and recovering from emergencies and disasters; and

**WHEREAS**, the City of Linwood is desirous of authorizing same;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that the Mayor and City Clerk of the City of Linwood be and are hereby authorized to enter into a Memorandum of Understanding with the American Red Cross, for the purpose aforesaid, a copy of said Memorandum of Understanding being attached hereto and made a part hereof.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Linwood, be and hereby are authorized to execute said Memorandum of Understanding.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of May, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of May, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**Memorandum of Understanding**

**Between**

**The American Red Cross**

**and**

**\_\_\_ in \_\_\_ County, New Jersey**

## I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and \_\_\_\_\_ in \_\_\_\_\_ County, its lead Emergency Management agency [hereinafter Office of Emergency Management (OEM)], and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and the OEM in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the OEM to the community and other agencies.

## II. Parties

### A. Fairfield

[DESCRIBE AND/OR LIST KEY LAWS OR OTHER AUTHORITIES THAT SET FORTH THE COUNTY, PARISH, OR LOCAL JURISDICTION'S ROLE IN DISASTER ACTIVITIES]

*Example:*

*Texas Government Code Chapter §418.043– Authorizes the Texas Department of Emergency Management to adopt standards and requirements for local and inter-jurisdictional emergency management plans.*

*Texas Administrative Code Title 37, part 1, Chapter 7, Subchapter B, Rule §7.12 – Specifies requirements for local and inter-jurisdictional emergency management.*

### B. American Red Cross

#### 1. Services to help people prepare for, respond to, and recover from disasters

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental

organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- *Assessing community hazards, priority risks, needs and asset;*
- *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- *Enabling individuals and families and organizations to take preparedness actions;*
- *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*

- *Reunification*
- *Distribution of Relief Supplies*
- *Information & Referrals*

### c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- *Community Recovery Strategy Development*
- *Casework/Recovery Planning*
- *Direct Client Assistance*
- *Community Preparedness & Resiliency Building*

*\*For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.*

#### 2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

#### 3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

#### 4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys

local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

### **III. Cooperative Actions**

The Red Cross recognizes the authority assigned to city mayors, parish presidents, borough presidents, county judges, and other local county officials of \_\_\_\_\_ in \_\_\_\_\_ County, NJ and will share operating plans, priorities and objectives with the delegated emergency management staff of the local jurisdiction.

The \_\_\_\_\_ in \_\_\_\_\_ County OEM recognizes the national level roles and responsibilities designated to the Red Cross in the July 28, 2015 Memorandum of Agreement between FEMA and Red Cross.

The \_\_\_\_\_ in \_\_\_\_\_ County OEM recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and the \_\_\_\_\_ in \_\_\_\_\_ County OEM will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

Every effort will be made by the Red Cross to assist the municipality in building out local shelter capacity. Based on the scale and scope of a disaster, both parties understand and agree; operations may need to scale up to a Regional response. The Red Cross will work with jurisdictions to conduct training for staff (CERT, municipal employees, etc.) to develop local capacity to support shelter operations.

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of \_\_\_\_\_ in \_\_\_\_\_ County.
2. Coordinate mutual activation of no-notice events through the established 24 hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.
3. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare



MOU Between The American Red Cross and \_\_\_\_\_ in \_\_\_\_\_ County

for, respond to, and recover from disasters and other emergencies.

4. During a disaster or emergency situation, the Red Cross will, at the request of the \_\_\_\_\_ in \_\_\_\_\_ County OEM, provide liaison personnel to the \_\_\_\_\_ in \_\_\_\_\_ County Emergency Operations Center. The \_\_\_\_\_ in \_\_\_\_\_ County OEM will provide facility access and identification, work space, and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.
5. The \_\_\_\_\_ in \_\_\_\_\_ County OEM will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with the \_\_\_\_\_ in \_\_\_\_\_ County OEM.
6. The \_\_\_\_\_ in \_\_\_\_\_ County OEM will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.
7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.
8. The \_\_\_\_\_ in \_\_\_\_\_ County OEM and the Red Cross will work together to develop plans for using catering and/or concessions capabilities and services to support mobile or fixed feeding operations in connection with a disaster response.
9. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
10. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
11. Both parties will ensure, to the fullest extent possible, that disaster operations within \_\_\_\_\_ in \_\_\_\_\_ County will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
12. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and the \_\_\_\_\_ in \_\_\_\_\_ County OEM and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within \_\_\_\_\_ in \_\_\_\_\_ County.
13. The \_\_\_\_\_ in \_\_\_\_\_ County OEM recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations,

MOU Between The American Red Cross and \_\_\_\_\_ in \_\_\_\_\_ County

the \_\_\_\_\_ in \_\_\_\_\_ County OEM will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.

14. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the “owning party” for review in advance of dissemination or publication.
15. Staff and volunteers from municipalities and the Red Cross will routinely work side-by-side during disaster responses in support of the overall mission to provide relief to those affected. In some instances, Red Cross trained municipal employees may wish to respond as Red Cross volunteers during a disaster. When doing so, trained municipal employees must get prior approval from Municipality management so that no conflict of interest exists. If approved, the municipal employee, functioning as a Red Cross volunteer will be subject to Red Cross policies and procedures, and be under the direct supervision and control of the Red Cross during the disaster response.
16. The Red Cross will support \_\_\_\_\_ in \_\_\_\_\_ County OEM in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.
17. Make training, educational and other developmental opportunities available to the other party’s personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.
18. Widely distribute this MOU within the Red Cross and the \_\_\_\_\_ in \_\_\_\_\_ County OEM departments and administrative offices and urge full cooperation.
19. [Add other mutual commitments and applicable policies relating to readiness and periods of operational response to emergencies and disasters.]

#### **IV. Periodic Review**

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties should notify the other if primary points of

MOU Between The American Red Cross and \_\_\_\_\_ in \_\_\_\_\_ County

contact change.

## **V. Term and Termination.**

This MOU is effective as of May 1, 2021. It expires on April 30, 2026. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

## **VI. Miscellaneous**

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

MOU Between The American Red Cross and \_\_\_\_\_ in \_\_\_\_\_ County

Signature Page

\_\_\_\_\_ in \_\_\_\_\_ County OEM

The American Red Cross

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: Lauri Gill

Title: \_\_\_\_\_

Title: Director, Disaster Support Functions

Date \_\_\_\_\_

Date: \_\_\_\_\_

Contact information

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact information

Telephone: (973)797-3331 or (973)567-2041

E-mail: Lauri.Gill@redcross.org

**Attachment A - Point of Contact Information**

American Red Cross – New Jersey Region		
Address:		
	<b>Primary Contact</b>	<b>Alternate Contact</b>
Name & Title	<i>(Insert name)</i> Disaster Program Manager	<i>(Insert name)</i> Disaster Program Sr. Manager
Daytime Phone	<i>(insert phone #)</i>	<i>(insert phone #)</i>
Cell Phone	<i>(insert phone #)</i>	<i>(insert phone #)</i>
Email address	<i>(insert email address)</i>	<i>(insert email address)</i>

County/Township Department Name:		
Address:		
	<b>Primary Contact</b>	<b>Alternate Contact</b>
Name & Title		
Daytime Phone		
Cell Phone		
Email address		

County/Township Department Name:		
Address:		
	<b>Primary Contact</b>	<b>Alternate Contact</b>
Name & Title		
Daytime Phone		
Cell Phone		
Email address		

**Attachment B – Code of Conduct**

**Code of Conduct for  
The International Red Cross and Red Crescent Movement  
and  
NGOs in Disaster Relief**

**Principle Commitments:**

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

---

More information about the code of conduct can be found at <http://www.ifrc.org/publicat/conduct/>

**The Code Register**

The International Federation is keeping a public record of all those NGOs who register their commitment to the Code. The full text of the Code including a registration form is published by the International Federation and is available upon request. (Telephone +41 22 7304222, Fax +41 22 7330395).

Non-governmental Organizations who would like to register their support for this Code and their willingness to incorporate its principles into their work should fill in and return the registration form.

**RESOLUTION No. 109, 2021**

A RESOLUTION AUTHORIZING THE EXECUTION OF A SEPARATION AGREEMENT WITH  
JASON WEBER

**WHEREAS**, Jason Weber is an employee of the City of Linwood; and

**WHEREAS**, the terms and conditions of a Separation Agreement between Jason Weber and the City of Linwood have been reached and have been embodied into a written document; and

**WHEREAS**, the Common Council of the City of Linwood is desirous of authorizing the execution of said Separation Agreement on behalf of the City of Linwood;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Separation Agreement between Jason Weber and the City of Linwood be and is hereby approved;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Separation Agreement on behalf of the City of Linwood with Jason Weber.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of May, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of May, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

## **EMPLOYMENT AND SEPARATION AGREEMENT**

**THIS EMPLOYMENT and SEPARATION AGREEMENT** (the “Agreement”), is made and entered into this 27th day of May 2021, by and between the City of Linwood (hereinafter referred to as “the City”) and Jason Weber (hereinafter referred to as “Chief”) and (collectively referred to as the “Parties”).

### **RECITALS**

A. **WHEREAS**, the City provides police protection to the residents of the City of Linwood through the Police Department as authorized by N.J.S.A. 40A:14-118.

B. **WHEREAS**, the Chief is presently employed by the City as the Chief of its Police Department; and

C. **WHEREAS**, the Mayor and Governing Body of the City recognize the services that the Chief has provided to the City; and

D. **WHEREAS**, the City, while providing for the continued services of the Chief, is desirous of entering into an Employment and Separation Agreement with the Chief that shall embody in writing certain employment and separation arrangements; and

E. **WHEREAS**, the Chief, while desirous of continuing to serve in his present capacity, is desirous of entering into an Employment and Separation Agreement on the terms and conditions herein provided.

**NOW, THEREFORE**, in order to effect the foregoing arrangements, the City and Chief wish to enter into an Employment and Separation Agreement on the terms and conditions set forth herein. Accordingly in consideration of the promises and the respective covenants and agreements of the parties herein contained and intending to be legally bound hereby, the City and Chief agree as follows:



1. **Incorporation of Recital Clauses.** The Recital Clauses of this Agreement are hereby incorporated by reference and made a part hereof.
2. **Purpose.** The City and the Chief acknowledge and agree that this Agreement shall not be construed and interpreted as a contract of employment between the Parties. However, the terms and conditions contained herein shall be binding upon the Parties hereto. The additional purpose of this Agreement is to set forth a date of separation from the City of Linwood and the terms and conditions of that separation.
3. **Services.** The Chief agrees to serve in the capacity as Chief of Police during the term of this agreement as set forth in Paragraph 4 hereof. The Chief shall report to the City in accordance with the Chapter 56, Article I of the City of Linwood City Code, currently in effect and as may be amended from time to time; and his powers and authority shall be superior to those of any other police officer of the City.
4. **Date of Separation.** The Chief's services for the City of Linwood as Chief of Police shall cease on the close of business on December 31, 2021 or such earlier date as may be set forth in Paragraph 5 herein ("Date of Separation") or on such later date as may be set forth in Paragraph 5A herein.
5. **Separation Clause.** The Chief's services hereunder shall cease on the Date of Separation. In the event the City terminates the Chief's services, as opposed to the Chief voluntarily terminating his services, prior to December 31, 2021 for any reason other than Cause, as set forth under Paragraph 7 herein, or death or disability, the City shall nevertheless continue to pay the Chief his Base Salary to which the City shall add longevity and Clothing Allowance/Maintenance payments up to and including December 31, 2021. In the event the Date of Separation is prior to December 31, 2021, unless otherwise

provided herein, the City shall compensate the Chief for 100% of any and all unused accumulated leave time based on his final daily rate up to and including December 31, 2021, as more fully provided herein; and after the Date of Separation, the City shall continue to provide to the Chief all benefits that are provided to retired Officers under the City's Superior Officers Contract currently in effect. The City shall not pay to the Chief any compensation after December 31, 2021.

5A. **Extension of Date of Separation.** The City and the Chief may mutually agree to extend the Separation Date beyond December 31, 2021 at an annual salary to be agreed upon by the Parties. Thereafter the Parties may agree upon further extensions and on the same terms and conditions, unless otherwise agreed upon.

6. **Compensation.**

A. **Salary**

1. Base salary shall be effective January 1 of each year and shall be paid starting January 1, according to the existing pay periods (bi-weekly) as follows:

<u>2021</u>	<u>Each Year Thereafter</u>
\$139,987.00	\$139,987.00 plus the per cent increase agreed upon in the Superior Officers Contract, effective on January 1 of each subsequent year

B. **Longevity**

1. The Chief shall be paid in addition to his base salary:  
Effective January 1, 2021 and each January 1 thereafter - \$4025.00
2. Longevity pay shall be applied on the basis of the Chief's anniversary date of

employment and shall be paid bi-weekly starting January 1, of each year together with, and in addition to, the Chief's base salary and shall be included in the compensation calculation for pension purposes.

**C. Clothing Allowance.**

1. The Chief shall be paid in addition to his base salary:

Effective January 1, 2021 and each January 1 thereafter - \$650.00, or such amount as may be provided in the Superior Officers Contract in effect at the time.

**D. Other Benefits.**

Unless otherwise provided herein, the City shall maintain in full force and effect all benefits in effect on the date hereof and as may be established by the City, or by plans or arrangements, providing Chief with at least equivalent benefits and compensation applicable thereunder (including without limitation, pension, life insurance, medical, dental, prescription, personal days, holidays or vacation leave) as currently in effect and as set forth in the City's Superior Officer's Contract as if these applicable paragraphs were set forth herein in their entirety. The City shall not make any voluntary changes in the plans or arrangements which would adversely affect the Chief's rights or benefits thereunder. However, the City shall, at any time, have the right to unilaterally change the health care/medical coverage plan consistent with what is provided to the Linwood Superior Officers under the existing or future Collective Bargaining Agreements with the New Jersey State Policemen's Benevolent Association, Inc., Mainland Local No. 77, Linwood Superior Officers. In the event that the Superior Officers, in any future Collective

Bargaining Agreement should waive health care/medical coverage, the Chief shall then receive the same coverage that was provided in the last Superior Officers Collective Bargaining Agreement prior to such waiver. During the term of this Agreement the Chief shall receive any additional benefits or improvements in benefits granted to the Superior Officers. The Chief shall not be reduced in compensation and/or benefits, or disciplined without just cause in accordance with N.J.S.A. 40A:14-147.

**E. Leaves.**

As set forth under Paragraph D, the Chief shall be entitled to all sick leave, funeral leave and injury leaves as set forth in the City's Superior Officer's Contract as if these applicable paragraphs were set forth herein in their entirety.

**F. Unused and Accrued Leave Time.**

The Parties agree that the City will compensate the Chief for 100% of any and all unused accumulated leave for vacation days and personal days. The Parties further agree that the Chief shall be compensated for any unused sick leave by way of a total payment in the amount of \$50,000.00, which amount shall constitute the Chief's total compensation for unused sick time. The Parties agree that the Chief shall be compensated for any additional unused vacation leave, personal leave, or holidays that he earns in any future months prior to his retirement. He shall be compensated for such accrued time based upon his 2021 daily rate of pay.

These amounts due, inclusive of the specified sick leave payment, shall be paid in two equal lump sums, payable on the first bi-weekly pay date after June 30 and on the first bi-weekly pay date after December 1 of the year following retirement. All

of the above referenced payments, inclusive of the specified payments for sick leave, are expressly conditioned upon the specified number of days being available and not having been utilized. If the Chief retires prior to December 31, 2021, unless otherwise specified herein, the City shall compensate the chief for any and all unused accumulated time at his 2021 pay rate in eight (8) quarterly payments beginning the first pay period after the Chief's retirement, inclusive of the specified sick time, which amount shall be paid as specified herein.

**G. Hospitalization Insurance.**

The City agrees to pay all costs for hospitalization insurance (New Jersey Health Benefits Program, NJ Direct 10 Hospitalization Insurance Plan or comparable coverage), optical, dental and prescription plans for the Chief, his spouse and eligible dependents through the "separation date", following which the Employee will complete new applications for the retiree medical plans and will be removed from the current plan. Thereafter, the Employee's medical benefits, including those of his family, will be in accordance with the terms and conditions of the retiree plan. The City will pay any increase in fees, co-pays, etc. that are attached to the retiree plan. However, the City shall, at any time, have the right to unilaterally change the health care/medical coverage plan consistent with what is provided to the Linwood Superior Officers under the existing or future Collective Bargaining Agreements with the New Jersey State Policemen's Benevolent Association, Inc., Mainland Local No. 77, Linwood Superior Officers. In the event that the Superior Officers, in any future Collective Bargaining Agreement should waive health care/medical coverage, the Chief shall then receive the same coverage that was

provided in the last Superior Officers Collective Bargaining Agreement prior to such waiver. The City will continue to pay all group health insurance benefits (family coverage) upon the Chief's retirement or permanent disability until he becomes eligible for Medicare provided that he qualifies for Medicare coverage. The City shall pay the cost for Supplemental Insurance, (gap policy), with Medicare being the Primary insurer and in addition will continue to provide the Chief and his family with Prescription, Optical and Dental insurance plans, including unlimited therapy services, i.e. chiropractic, physical, speech and cognitive. In the event of the death of the Chief, the City will continue to provide the above referenced insurance coverage on the same terms and conditions to his spouse and eligible dependents at no cost to his spouse until such time that his spouse should re-marry, die or reach the age of 65. At age 65 and upon qualifying for Medicare coverage, the City shall pay the cost for Supplemental Insurance, (gap policy), with Medicare being the Primary insurer and in addition will continue to provide the spouse with Prescription, Optical and Dental insurance plans, including unlimited therapy services, i.e. chiropractic, physical, speech and cognitive.

**H. Pay Upon Termination.**

Unless otherwise provided herein, upon the retirement, permanent disability, death, resignation or termination of employment for just cause, the Chief, his spouse or estate if applicable, shall continue to receive payment of 100% for any and all

unused accumulated leave time based on his 2021 daily rate and in accordance with the terms, conditions and manner of payment as provided herein .

7. **Cause by the City.** The City may terminate the Chief's services for cause in accordance with N.J.S.A.40A:14-147, as may be amended from time to time.

8. **Miscellaneous.**

A. **Waiver and Modification.**

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Chief and by the Mayor with the consent of the City Council. Except as otherwise provided herein, no waiver by either party hereto at any time of any breach by the other party hereto or of compliance with any condition or provision of this Agreement to be performed by such party shall be deemed a waiver of similar or dissimilar provisions or conditions of the same or at any prior or subsequent time.

B. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties hereto with respect to the matters referred to herein. No other agreement relating to the terms of the Chief's employment by the City, oral or otherwise, shall be binding between the parties unless it is in writing and signed by the party against whom enforcement is sought. There are no promises, representations, inducements or statements between the parties other than those expressly contained herein. The Chief acknowledges that he is entering into this Agreement of his own free will and accord, and with no duress, that he has read this Agreement and that he understands its legal consequences.

C. **Governing Law.**

The laws of the State of New Jersey shall govern the validity, interpretation, construction and performance of this Agreement, apply without reference to principles of conflict of laws.

D. **Arbitration.**

Any dispute or controversy arising under or in connection with this Agreement shall be resolved by binding arbitration. The arbitration shall be held in Atlantic County, New Jersey and all costs shall be shared equally by the Parties. Except to the extent inconsistent with this Agreement, arbitration shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association then in effect at the time of arbitration, and otherwise in accordance with the principals that would be applied by a court of law or equity. The arbitrator shall be acceptable to both the City and the Chief. If the parties cannot agree on an arbitrator, a panel of three arbitrators shall hear the dispute, one appointed by the City and the Chief and the third by the two selected arbitrators. Judgment may be entered on the arbitrators' award in any court having jurisdiction under Paragraph 8(F).

E. **Validity.**

The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent of the



law. In the event any section or provision of this Agreement shall be deemed to be invalid or unenforceable by a Court of competent jurisdiction, or an administrative body having jurisdiction, the parties hereto shall attempt to agree upon replacement language to give effect to the intent of the parties and, if replacement language can be agree upon, recourse may be sought by either party in accordance with Paragraph 8(D).

F. **Place of Suit, Waiver of Right to Change Venue.**

This Agreement is executed in the City of Linwood, State of New Jersey and shall be construed under the laws of the State of New Jersey. The parties hereto agree that any action relating to this Agreement or the enforcement thereof, where permitted herein, shall be instituted and prosecuted in the courts of the County of Atlantic, State of New Jersey, and each party hereto waives the right to change venue.

G. **Representations by the City.**

The City represents and warrants that the execution of this Agreement by the City has been duly authorized by the appropriate resolution of the City Council.

H. **Paragraph Headings.** Paragraph headings are included herein for convenience and are not intended to affect in anyway the meaning or interpretation of this Employment and Separation Agreement.

9. **Non Binding.** The terms and conditions of this Agreement were fully negotiated and based upon the unique and special circumstances related to the individual Parties hereto. The terms and conditions of this Agreement shall not be considered to be a “past practice” or binding upon the City in the future with any other person or in any manner whatsoever.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date and year first above written.

**ATTEST:**

**CITY OF LINWOOD**

\_\_\_\_\_

**BY:** \_\_\_\_\_

Leigh Ann Napoli, Municipal Clerk

Darren Matik, Mayor

**WITNESS:**

\_\_\_\_\_

**BY:** \_\_\_\_\_

Jason Weber, Chief of Police

**RESOLUTION No. 110, 2021**

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR THE  
LINWOOD MUNICIPAL ALLIANCE GRANT

**WHEREAS**, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

**WHEREAS**, The City Council of the City of Linwood, County of Atlantic, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

**WHEREAS**, City was approved for a Municipal Alliance grant for the October 1, 2021 through June 30, 2022 grant term FY 2022; and

**WHEREAS**, the City Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

**WHEREAS**, the City Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Atlantic:

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby authorize the submission of the FY 2021 grant application for the Linwood Municipal Alliance grant in the amount of:

DEDR	\$3,731.09
Cash Match \$	932.77
In-Kind	\$2,798.32

The City Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of May, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of May, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

FORM 1A

Date: \_\_\_\_\_ YES \_\_\_\_\_ NO


**STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES**

Grant Year: 2022


Alliance Tier 1

APPLICANT MUNICIPALITY/IES: Linwood	COUNTY: Atlantic County
ALLIANCE NAME: Linwood Municipal Alliance	ALLIANCE WEBSITE:
ALLIANCE STREET ADDRESS: 400 Poplar Avenue TOWN: Linwood STATE: NJ ZIP: 08221	
TELEPHONE: ( 609 ) 926-7985 Ext.	FAX: ( 609 ) 653-2730
ALLIANCE CHAIRPERSON: Lt. Jason Weber STREET ADDRESS: 400 W Poplar Ave TOWN: Linwood STATE: NJ ZIP: 08221 EMAIL: jweber@linwoodpd.org	ALLIANCE COORDINATOR: Lisa Pilli STREET ADDRESS: !7 East Oceab Heights Ave TOWN: Linwood STATE: NJ ZIP: 08221 EMAIL: pillipie10@gmail.com
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): <u>5 /10/ 21</u>	

- A) Alliance DEDR Allocation \$ 3,731.09
- B) Cash Match (must be 25% of DEDR Allocation) \$ 932.77
- C) In-Kind Match (must be 75% of the DEDR Allocation) \$ 2,798.32
- TOTAL ALLIANCE BUDGET (add A+ B+C) \$ 7,462.18

Linwood Mayor Darren Matik 

\_\_\_\_\_  
\*MUNICIPALITY NAME/ MAYOR/Head of Governing Body SIGNATURE

Linwood CFO Anthony Strazzeri 

\_\_\_\_\_  
\*MUNICIPALITY NAME/TITLE OF GOVERNING BODY REPRESENTATIVE SIGNATURE

*Ch. et*  
Depl Lt Jason Weber 

\_\_\_\_\_  
ALLIANCE CHAIRPERSON NAME/TITLE OF GOVERNING BODY REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
SIGNATURE DATE

**\* If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

**RESOLUTION No. 111, 2021**

A RESOLUTION CONFIRMING THE PROMOTION OF DETECTIVE SERGEANT AUSTIN MARTIN TO THE POSITION OF LIEUTENANT IN THE LINWOOD POLICE DEPARTMENT

**WHEREAS**, pursuant to N.J.S.A. 40A:61-4(f), the Mayor of the City of Linwood has promoted Detective Sergeant Austin Martin to the position of Lieutenant in the Linwood Police Department effective May 26, 2021; and

**WHEREAS**, the Common Council of the City of Linwood wishes to confirm said promotion;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, County of Atlantic, that the promotion of Detective Sergeant Austin Martin to the position of Lieutenant in the Linwood Police Department effective May 26, 2021 be and is hereby confirmed;

**BE IT FURTHER RESOLVED**, that the salary for the position shall be as set forth in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of May, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of May, 2021.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_