

WHEREAS, the Township desires to employ Joseph A. Clark as the Township Manager for the Township of Howell as provided for in *N.J.S.A. 40:69A-92, et seq.* and Section 2-2.1, *et seq.* of the Administrative Code and revised General Ordinances of the Township of Howell;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the Parties agree to the following:

EMPLOYMENT AGREEMENT

Between the **TOWNSHIP OF HOWELL**, a Municipal Corporation of the State of New Jersey, with offices at 4567 Route 9 N, Howell, N.J., hereinafter referred to as "The Township" or "Employer" and **JOSEPH A. CLARK**, residing in Howell, N.J., hereinafter referred to as "Township Manager" or "Employee;" (the Township and Township Manager shall be collectively referred to as the "Parties") and

SECTION ONE EMPLOYMENT DATE

The period of employment commences December 14, 2022.

SECTION TWO DUTIES AND RESPONSIBILITIES

The Township Manager's duties and responsibilities shall be in accordance with those set forth in *N.J.S.A. 69-A-81, et seq.* and Revised General Ordinances of the Township of Howell and as the same may be amended or supplemented from time to time.

The Township hereby retains and reserves unto itself the all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and the United States, except those limited by the specific and express terms hereof are in conformance with the Constitutions and the laws of New Jersey and of the United States.

SECTION THREE TERMS OF APPOINTMENT

1. Pursuant to *N.J.S.A. 40:69A-93* the employment of the Township Manager shall be indefinite. This agreement shall therefore remain in full force and effect unless terminated pursuant to Section Four.

2. In the event *N.J.S.A. 40:69A-93* or either applicable law shall be repealed, and no statutory provision mandates the terms of office for the Township Manager, the term of office shall be deemed indefinite subject to termination as set forth herein in Section Four.

3. Nothing herein shall be considered to limit or conflict with the right of the Township Council to terminate the services of the Township Manager, subject only to the provisions of Section Four governing termination.

4. Nothing contained herein shall be construed to limit or conflict with the right of the Township Manager to resign at any time from his position as Township Manager subject only to the provisions set forth in Section Four.

5. During the term of his appointment, the Township Manager agrees not to accept any other full or part-time employment without having obtained prior written consent of the majority of the Township Council. The term "employment" shall not be considered to include occasional teaching or writing provided same does not interfere with the normal and usual daytime hours of the Township Manager's full-time position as Township Manager.

6. Township Manager shall report to a designated Township Council liaison on a monthly basis regarding anticipated time off and absences for the month next following.

SECTION FOUR TERMINATION AND SEVERANCE POLICY

1. The Township may terminate this agreement at any time in accordance with the provisions of *N.J.S.A. 40:69A-93*.

2. At least 30 days before such removal shall become effective; the Council shall by a majority vote of its members adopt a preliminary resolution stating the reasons for his removal. The Township Manager may reply in writing and may request a public hearing, which shall be held not earlier than 20 days nor later than 30 days after the filing of such request. After such public hearing, if one be requested, and after full consideration, the Council by majority vote of its members may adopt a final resolution of removal. By the preliminary resolution the council may suspend the Township Manager from duty, but shall in any case cause to be paid him forthwith any unpaid balance of his salary and his salary for the next 3 calendar months following the adoption of the preliminary resolution unless he is removed for good cause. For the purposes of this section "good cause" shall mean conviction of a crime or offense involving moral turpitude, the violation of the provisions of section *N.J.S.A. 40:69A-163* through *N.J.S.A. 40:69A-167*, or the violation of any code of ethics in effect within the municipality.

3. In the event the statutes of the State of New Jersey are repealed or amended so that the same fails to mandate a procedure for the termination or removal of a Township Manager, then this Agreement may be terminated by the Township Council as follows: At least 30 days before such removal shall become effective; the Council shall by a majority vote of its members adopt a preliminary resolution stating the reasons for his removal. The Township Manager may reply in writing and may request a public hearing, which shall be held not earlier than 20 days nor later than 30 days after the filing of such request. After such public hearing, if one be requested, and after full consideration, the Council by majority vote of its members may adopt a final resolution of removal. By the preliminary resolution the council may suspend the Township Manager from duty, but shall in any case cause to be paid him forthwith any unpaid balance of his salary and his salary for the next 3 calendar months following the adoption of the preliminary resolution unless he is removed for good cause. For the purposes of this section "good cause" shall mean conviction of a crime or offense involving moral turpitude, the violation of the provisions of section *N.J.S.A. 40:69A-163* through *N.J.S.A. 40:69A-167*, or the violation of any code of ethics in effect within the municipality.

4. In the event the Township Manager voluntarily resigns, the Township Manager shall provide to the Township Council sixty (60) days' advance notice of the effective date of his resignation unless the Parties agree otherwise.

5. It is expressly agreed and understood that upon the Township Manager's

termination, without cause, or upon resignation, the Township Manager shall be entitled to all accumulated benefits and paid time off, payable at full value.

6. The Township shall not be obligated to pay any severance pay should the Township Manager resign.

7. The Township shall not be obligated to pay severance pay or accumulated benefits in the event of termination for good cause as defined by *N.J.S.A. 40:69A-93* or as the same may be subsequently amended, or should the Township Manager be terminated for conviction of an illegal act involving moral turpitude. The term conviction shall mean a conviction of a duly designated State or Federal judicial forum pursuant to the criminal code of the State of New Jersey or of the United States of America.

SECTION FIVE SALARY

The Parties acknowledge that the annual base salary, effective upon the signing of this agreement, is \$195,000.00 and will be reviewed on or before December 31st of each calendar year. The Township Manager shall be entitled to the same raises provided to employees in the Teamsters bargaining unit. In addition to the foregoing, The Council may at any time conduct a performance review to arrive and agree to any other base salary permitted under the Township's Salary Ordinance, or as said Ordinance may from time to time be amended. Said performance review, if it should take place, shall occur in Executive Session as permitted by the Open Public Meetings Act, unless both the Township and the Township Manager agree to conduct it at any public portion of a Township Meeting.

SECTION SIX BENEFITS

1. **MEDICAL INSURANCE** - Township Manager has accepted the offer to take Township Health Benefits and shall contribute in accordance with the rates set forth in Ch. 78, P.L. 2011. and shall enjoy any other benefits as provided to employees in the Teamsters bargaining unit. The benefits shall be paid for in the same manner as employees in the Teamsters bargaining unit.

2. **PENSION** - The Township Manager is not currently enrolled in the Pension system. In lieu of Pension contributions, The Township Manager shall stay enrolled in the Township's deferred compensation plan and 457 plan. In the event the Township Manager becomes eligible for enrollment in a pension system, the Township Manager shall be entitled to be enrolled in the appropriate State of New Jersey Pension Plan. The Township Manager shall be entitled to the life insurance as provided by the Township in an amount provided for Department Heads. In the event the Township Manager is later enrolled in the State pension plan, the Township Manager shall then be entitled to any life insurance policy offered thereunder.

3. **PAID TIME OFF** - In lieu of designated number of vacation, personal and sick days; the Township Manager shall be entitled to paid time off in the amount of 35 days per year. Paid time off may be accumulated and carried over each calendar year but in no case shall carried over accrued paid time off exceed 15 days. The Township Manager may choose to sell back to the Township up to 10 days annually. If the Township Manager so chooses to sell back time, he shall notify the Township in writing no later than November 1 and shall be paid during

the first regular pay cycle in December. The Township Manager shall be entitled to payment for all unused accumulated leave upon resignation or termination without cause. The Township Manager shall also enjoy all paid holidays as recognized the Township. Under no circumstances will the Township Manager be paid overtime, nor shall the Township Manager be entitled to accrue compensatory ("comp") time.

4. EDUCATIONAL/SEMINAR DAYS AND CAR ALLOWANCE-

A) The Township Manager shall be permitted time off and reimbursement of reasonable and ordinary expenses for professional development (including CLE courses and payment of New Jersey and New York bar dues) and/or attendance and/or participation at conferences such as the New Jersey League of Municipalities. Reimbursement shall not exceed \$5,000 per year.

B) The Township Manager shall retain all educational reimbursements, benefits and incentives enjoyed by unclassified employees and as negotiated in the Teamsters Collective Bargaining Agreement.

SECTION SEVEN TOWNSHIP MANAGER'S SCHEDULE

The Township Manager's work schedule shall be forty (40) hours per week, based upon the needs of the Township. Generally, the schedule shall be Monday through Friday, 8:30am-4:30pm however may be adjusted as needed. The Township Manager's salary includes attendance of various evening meetings without additional compensation.

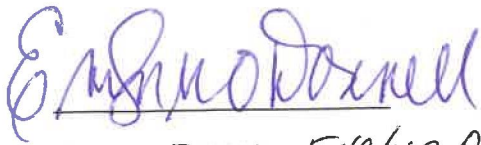
SECTION EIGHT MISCELLANEOUS

1. When necessary and appropriate, the Township Manager shall be provided with legal advice and counsel in the event the Township Manager is personally served or subject to personal liability for services performed in the usual course of business. The Employer shall defend, save harmless and indemnify the Township Manager for any alleged act or omission occurring in the performance of his duties. The Employer may at its sole discretion compromise and settle any such certain claim or suit and pay the amount of any settlement or judgement conferred.

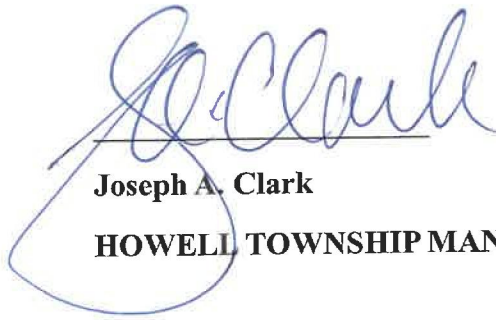
2. This clause shall not be applicable to any disciplinary proceeding against the Township Manager by the Township Council or a criminal proceeding initiated by the prosecutorial officers of the State of New Jersey or Federal Government touching upon misconduct in office, unless the Township Manager is exonerated of the charges. Nor shall the above provisions be construed in any way constitute a waiver of rights to terminate or otherwise discipline the Township Manager for any cause of action previously described herein.

3. This contract constitutes the entire agreement between the Parties and may not be changed unless agreed upon, in writing, by both Parties.

4. The choice of law shall be the State of New Jersey.



~~Theresa Berger~~ Evelyn O'Donnell
HOWELL TOWNSHIP ~~MAYOR~~ }
Deputy Mayor



Joseph A. Clark
HOWELL TOWNSHIP MANAGER

Attest:



Diane Festino
TOWNSHIP CLERK

RESOLUTION 23-110

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HOWELL AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TOWNSHIP OF HOWELL AND THE TOWNSHIP OF HOWELL MANAGER JOSEPH A. CLARK

WHEREAS, it is the desire of the Township of Howell Council to enter into and execute an employment agreement with the Howell Township Manager Joseph A. Clark; and

WHEREAS, the Township Council of the Township of Howell and Township Manager Joseph A. Clark have agreed upon the terms and conditions set forth in an employment agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Howell, the Township Council is hereby authorized to execute an employment agreement between the Township of Howell and Howell Township Manager Joseph A. Clark.

BE IT FURTHER RESOLVED that said employment agreement shall be effective retroactively as of December 14, 2022, the date Joseph A. Clark was appointed as Howell Township Manager.

COUNCIL	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
<i>Councilwoman Fischer</i>						X
<i>Councilman Gasior</i>	X		X			
<i>Councilman Nadel</i>		X	X			
<i>Deputy Mayor O'Donnell</i>			X			
<i>Mayor Berger</i>						X

I, Diane Festino, Municipal Clerk of the Township of Howell, in the County of Monmouth, State of New Jersey, hereby certify this to be a true copy of the action of the Mayor and Township Council, at its Meeting held February 7, 2023. WITNESS my hand this 8th day of February 2023.

Diane Festino

Diane Festino, RMC
Municipal Clerk
Township of Howell