

## **AGREEMENT**

THIS AGREEMENT ("Agreement") is made between Caroline Ehrlich (hereinafter referred to as "Employee") and the Woodbridge Redevelopment Agency, an instrumentality and agency of the Township of Woodbridge, in the County of Middlesex, State of New Jersey (hereinafter referred to as "Employer" or "Agency").

## **WITNESSETH**

Employer maintains its office at 1 Main Street, Woodbridge, New Jersey 07095.

The Employee is willing to be employed by the Employer and the Employer has determined to appoint the employee as Executive Director. In consideration of the mutual promises and agreements hereinafter set forth, Employer and Employee agree as follows:

### **ARTICLE I - DUTIES OF THE EMPLOYEE**

- 1.1 The Employer hereby employs the Employee in the managerial position hereinafter known and referred to as Executive Director of the Woodbridge Redevelopment Agency, as further described in *N.J.S.A. 40A:12A-11*.
- 1.2. The Employee agrees that she will, at all times, faithfully, industriously and to the best of her ability, experience and talents, perform all the duties and responsibilities that may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the Employer. Such duties shall be rendered as directed by the Employer and at such place(s) that may be required to further the best interests of the Agency.
- 1.3. The Employee shall perform her duties and responsibilities which shall include the following: administer the day-to-day operations of the Agency and oversee the entering

of redevelopment agreements implementing redevelopment projects in the Township of Woodbridge.

## **ARTICLE II-COMPENSATION AND BENEFITS**

- 2.1 The Employee shall be a full time employee of the Agency and shall be paid an annual salary of: i) \$183,293 for all services rendered to the Agency as Executive Director. The Employee may be entitled to an increase in such amount as the Employer shall determine based on an annual review of the Employee's service and on the Agency's ability to pay.
- 2.2 The Employee shall receive four (4) weeks paid vacation and fifteen (15) days paid sick leave per year, which shall accumulate. Upon retirement the Employee shall be entitled to full compensation for any accrued but unused vacation time and one half the value of accrued but unused sick time, up to a limit of \$7,500.00.
- 2.3 The Employee shall, during the term of this Agreement, be entitled to the same paid holidays as established in the annual holiday schedule promulgated by the Township of Woodbridge.
- 2.4 The Employee shall, during the term of this Agreement, be enrolled in the Public Employees Retirement System as set forth in *N.J.S.A. 43:15A-1 et seq.* and be subject to all regulations thereof.
- 2.5 The Employer shall reimburse the Employee for appropriate expenses incurred in the performance of her duties.

- 2.6 The Employer will provide to the Employee comprehensive health and insurance benefits and medical/dental prescription plan(s) in such coverages and amounts as currently provided and authorized by the Agency and as may be modified from time to time.

### **ARTICLE III - CANCELLATION AND TERMINATION**

- 3.1 Unless terminated earlier for cause pursuant to law, this Agreement shall terminate on the date Employee's successor shall have been appointed and qualified as the succeeding Executive Director; provided, however, should the Employer choose to terminate this employment contract at any time prior to March 1, 2025, the Employee shall receive one month of severance pay (based on Employee's highest salary) for each year of service to the Employer. Termination of Employee prior to March 1, 2025 due to dissolution of Employer pursuant to *N.J.S.A. 40A:12A-24* shall also entitle Employee to the severance payment provided for hereunder.
- 3.2 Upon termination of this employment contract at any time subsequent to March 1, 2025, Employee shall receive six months of severance pay (based on Employee's highest salary).
- 3.3 The Employee shall be bound by and shall adhere to all applicable policies and procedures approved by the Agency with respect to, among other things, the Employee's job performance, performance evaluation and disciplinary and termination matters, as such may be amended and supplemented from time to time.

### **ARTICLE IV - INDEMNIFICATION**

- 4.1 The Employer agrees to indemnify the Employee from liability for all claims, actions, judgments or demand for judgment, arising out of acts or omissions of the Employee that fall within the scope of her employment. Under no circumstances shall the Employee be

entitled to indemnification from liability arising out of acts or omissions of the Employee that fall outside the scope of her employment. Furthermore, the Employee shall not be entitled to indemnification for liability arising out of criminal acts or omissions of the Employee.

- 4.2 Indemnification shall include reasonable attorney fees, costs and expenses incurred on appeal, and all other expenses reasonably related to litigation.
- 4.3 The Employer agrees to defend any and all lawsuits or actions brought against the Employee that fall within the scope of her employment.
- 4.4 The Employer reserves the right to name the attorney and any expert, and to approve any hourly fees or retainer terms, with regard to providing a defense for the Employee pursuant to Section 4.3.

#### **ARTICLE V - CHOICE OF LAW**

- 5.1 The parties hereto agree that it is their intention and covenant that this Agreement and performances hereunder and all suits and special proceedings hereunder be constructed in accordance with and pursuant to the laws of the State of New Jersey and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New Jersey shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### **ARTICLE VI - MISCELLANEOUS**

- 6.1 This Agreement shall be binding on and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives, successors and assigns.

- 6.2 This written Agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with their dealings with the other.
- 6.3 Employee has had the opportunity to consult with counsel with regard to this Agreement and as such the parties agree that in the construction or interpretation of this Agreement no significance shall be attributed in presumption or otherwise to the identity of the party drafting the provision or provisions in question.