

**BRYAN GURNEY**

**EMPLOYMENT AGREEMENT**

This agreement (hereinafter, "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **Town of Boonton**, County of Morris and State of New Jersey, a Municipal Corporation (hereinafter "Employer" or "Town of Boonton") and **Bryan Gurney** (hereinafter "Employee").

**WHEREAS**, the Employer desires to employ the services of Employee as Public Safety Director, as provided by Ordinance of the Town of Boonton; and

**WHEREAS**, it is the desire of the Mayor and Town Council of the Town of Boonton to provide certain benefits and establish certain conditions of employment with said Employee;

**WHEREAS**, the Employee desires to accept employment as Public Safety Director for the Town of Boonton.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Duties.**

The Employer hereby agrees to employ the Employee as Public Safety Director of the Town of Boonton. Employee hereby agrees to perform all the functions and duties specified in the Code of the Town of Boonton, and any other duties that may be assigned to him by the Administrator, the Mayor and/or the Town Council of the Town of Boonton.

**2. Term.**

The term of this Agreement shall be from April 8, 2022 through April 7, 2025.

However, at the discretion of the Mayor and Town Council of the Town of Boonton, this agreement may be renewed for an additional two (2) years, incorporating the same terms, but extending such appointment until no later than April 7, 2027.

**3. Salary.**

The Employer agrees to pay the Employee for his services rendered pursuant to this Agreement in accordance with the following annual compensation schedule, payable in installments at the same time as other employees of the employer and subject to satisfactory evaluations as outlined in section 11 herein:

April 8, 2022 –April 7, 2023 ("Year 1") salary shall be \$130,000 per annum;  
April 8, 2023—April 7, 2024 ("Year 2") salary shall be \$132,600 per annum;  
April 8, 2024—April 7, 2025 ("Year 3") salary shall be \$135,252 per annum;

The Employee shall work 40 hours per week. The Employee shall not receive overtime.

**4. Insurance Coverage.**

The Employer understands and acknowledges that the Employee currently has Health Insurance provided by his retirement from a previous New Jersey public employer, and agrees to accomplish a Health Insurance Waiver with the Town on an annual basis.

All other insurance benefits shall be in accordance with the Town's "Personnel Policy and Procedure Manual and Employee Handbook." Such other benefits shall include, but not be limited to life insurance, accidental death insurance and workers' compensation insurance.

Dependent upon Employee's prior retirement, Employer advises that Employee may or may not be entitled to further pension coverage, or participation in various programs under available State plans. If Employee is required, or voluntarily chooses to participate in any such plan, Employee shall contribute to that applicable State plan as required, and in accordance with the laws of the State of New Jersey.

**5. Deferred Compensation Plan.**

The Employee has the right to participate in the Deferred Compensation (Section 457 Plan) available to all employees. Participation is voluntary and the Employer shall not provide contributions to this plan.

**6. Vacation, Sick and Other Leave.**

For each year of this agreement (Year 1- Year 3), the Employee shall receive twenty-five (25) pro-rated vacation days per year of service. Vacation days shall accrue six and one-quarter (6.25) days per quarter, and be earned on an accrual basis. Employee shall not receive any awarded vacation for the first quarter of 2022, nor for the period of service reflecting April 1, 2025 to April 7, 2025.

The Employee shall accrue sick leave on a pro-rated basis, at a rate of one day per month during the first calendar year of service with Employer, pursuant to N.J.S.A. 11A:6-5. In every calendar year thereafter, the Employee will accrue sick leave at a rate of fifteen (15) days per year. As the Employee is presently retired from a State of New Jersey retirement system, and cannot retire from the Town of Boonton, such awarded sick time shall carried through the term of this agreement year to year, and if not used during the term of this agreement, shall be forfeited at the end of this agreement. Employee agrees and understands that he is not eligible to be paid for accrued sick time under this agreement.

The Employee shall receive other forms of leave, including but not limited to personal leave, professional days, bereavement leave, jury duty leave, and holiday leave, and flexible or compensatory time ("Flex/Comp Time") due to meeting professional obligations, to the extent applicable, and in accordance with the Town's policies and personnel manual.

7. **Disability.**

If the Employee is permanently disabled or is otherwise unable to perform his duties because of certified sickness, accident, injury, mental incapacity or health issue, leave will be granted in accordance with Town Policy and all applicable State and Federal laws.

8. **Professional Development.**

The Employer shall provide the Employee with Professional Development opportunities, provided in a manner consistent with the adopted annual budget, and approved at the discretion of the Administrator.

9. **Education and Training.**

Through an appropriation in the current funded budget, the Town will provide funds for education and training if requested, provided in a manner consistent with the adopted annual budget, and approved at the discretion of the Administrator.

10. **Termination and Severance Pay.**

The Employee has the right to resign at any time from the position of Public Safety Director. If the Employee voluntarily resigns or retires as Public Safety Director, he shall give the Town advance notice in writing of at least ninety (90) calendar days prior to the effective date of said resignation, unless the parties agree otherwise. Should the Mayor and Town Council of the Town of Boonton, or the Administrator remove the Public Safety Director, so long as at least thirty (30) calendar days' notice is given to Employee, no severance pay shall issue to Employee. Upon less than thirty (30) calendar days' notice, Employee shall be entitled to 30 days' worth of severance pay.

In the event the Employee is terminated as a result of a conviction of any illegal act involving personal gain or moral turpitude, or is found to have violated any State or Local Code of Ethics, or a conviction for a criminal violation in any jurisdiction, the Town shall have no obligation to provide severance pay and benefits designated in this Section.

In the event the Employee is collecting severance pay from the Town, or is separated, without such benefit, he agrees to fully cooperate with the Town in order to allow for a smooth transition.

In the event of severance pay as specified above, the Employee shall be compensated for all other Town-provided benefits in place at time of severance, and those benefits shall continue in full force and coverage, in the same manner as all other Town employees, until the end of the severance period or until similar coverage is provided to the Employee by a subsequent Employer (and is in full force and effect) whichever comes first. Employee acknowledges the Employer shall not offer Health Benefits, and acknowledges the obligation to accomplish a Health Insurance Waiver each year of this contract. Irrespective of health insurance coverage obtained from other sources, the Employee may be eligible for protection afforded by the Consolidated Omnibus Budget Reconciliation Act of 1995

(hereinafter, "COBRA"). Any coverage under COBRA shall be at the Employee's expense.

Contemporaneous with the Town's delivery of severance pay and related benefits specified above, the Employee agrees to execute and deliver to the Town a release that completely releases the Town of all claims that the Employee may have against the Town.

**11. Performance Evaluation.**

The Administrator shall review and evaluate the personal performance of the Employee at regular intervals as determined by the Mayor and Town Council of the Town of Boonton. Said review and evaluation shall be in accordance with specific criteria developed by the Employer with the aid and assistance of the Employee. The eventual criteria to be used shall be in the exclusive and sole discretion of the Employer. Said criteria may be added or deleted as the Mayor and Town Council of the Town of Boonton may from time to time determine, in consultation with the Administrator and the Employee. The Administrator shall provide the Employee with a summary of the written statement of findings of the Mayor and Town Council of the Town of Boonton, and shall provide an adequate opportunity to the Employee to discuss the evaluations with the Administrator.

**12. General Expenses.**

The Employer recognizes that certain expenses of a non-personal and job affiliated nature are incurred by the Employee, and hereby agrees to reimburse the Employee all reasonable expenses upon receipt of a duly executed expense or petty cash voucher, receipts, statements or personal affidavits.

**13. Mileage Reimbursement.**

Employee shall be entitled to mileage reimbursement for travel related to business (professional meetings, etc.), at the Standard Mileage Rate as set by the Internal Revenue Service.

**14. Indemnification.**

To the extent permitted by N.J.S.A. 59:1-1, et seq., the Employer shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand or other legal action out of an alleged act or omission occurring in the performance of the Employee's duties as Public Safety Director, except when the Administrator, Mayor and/or the Town Council of the Town of Boonton determine that the acts or omission was not within the scope of employment or the act or failure to act was because of fraud, willful misconduct or actual malice. The Employer may compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**15. Bonding.**

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under ordinance or law.

**16. Other Terms and Conditions of Employment.**

The Mayor, in consultation with the Town Council of the Town of Boonton, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the municipal charter or other law.

Except as provided to the contrary herein, all provisions of the municipal charter and code and regulations and rules of the Employer relating to retirement and pension contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Employee as they would to other employees of the Employer, in addition to said benefits enumerated specifically for the benefit of the Employee.

**17. No Reduction of Benefits.**

The Employer shall not at any time during the term of the agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such reduction across-the-board for all employees of the Employer.

**18. Work Hours**

The Employee recognizes that duties of the Public Safety Director are not necessarily 8:30 a.m. to 4:30 p.m. each day. While the Employee will be expected to work and be available during regular Town business hours, that being Monday through Friday, from 8:30 a.m. to 4:30 p.m., at the direction of the Administrator, the Employee may also be required to work alternate hours, to include nights and weekends, to ensure adequate oversight of Town Departments subject to Public Safety Director supervision, which operate twenty-four hours per day, seven days per week.

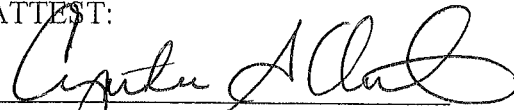
**19. General Provisions.**

- A. The writing herein shall constitute the entire agreement between the parties.
- B. This Agreement shall become effective April 7, 2022.
- C. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be effected, and shall remain in full force and effect against any tort, professional liability claim or demand or other legal action

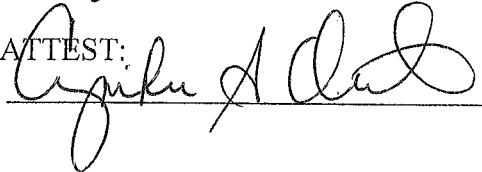
arising out of an alleged act or omission occurring in the performance of Employee's duties as Public Safety Director, except when the Mayor and Town Council of the Town of Boonton determine that the act or omission was not within the scope of employment or the act or failure was because of fraud, willful misconduct or actual malice. The Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**IN WITNESS WHEREOF**, the Employer has caused the Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Municipal Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

ATTEST:

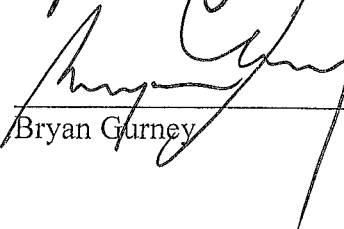
  
Cynthia A. Oravits, Town Clerk

ATTEST:

  
Cynthia A. Oravits, Town Clerk

TOWN OF BOONTON

  
Richard J. Corcoran, Mayor

  
Bryan Gurney