

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (hereinafter, the "Agreement") is entered into this ____ day of _____, 2020, by and between the **CITY OF PLAINFIELD**, a municipal corporation of the State of New Jersey, County of Union, with offices located at 515 Watchung Avenue, Plainfield, New Jersey 07060 (hereinafter, the "City"), and **RICHARD J. GARTZ**, the current Chief Financial Officer at the Division of Audit and Control with offices located at 515 Watchung Avenue, Plainfield, New Jersey 07060 (hereinafter referred to as "EMPLOYEE"). The City and EMPLOYEE may individually be referred to herein as a "Party," and collectively as, the "Parties."

RECITALS

WHEREAS, EMPLOYEE has held the position of Chief Financial Officer since July 6, 2016; and

WHEREAS, the Parties wish to define and recognize EMPLOYEE's yearly performance as Chief Financial Officer within the parameters of this Agreement for a term between January 1, 2020 and December 31, 2021; and

WHEREAS, the Parties believe that it is in their respective best interest and desire to set forth the terms and conditions of EMPLOYEE's employment with the City in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the CITY hereby agrees to employ the Employee as its Chief Financial Officer and the EMPLOYEE hereby accepts employment on the terms and conditions hereinafter set forth:

ARTICLE I

MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior the execution of this Agreement by the laws and Constitutions of the State of New Jersey and the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with laws and Constitutions of the State of New Jersey (including, but not limited to, N.J.S.A. 40:69A-81 et seq., as may amended from time to time) and of the United States.

ARTICLE II

TERM

The term of this Agreement shall commence retroactively upon the date of January 1, 2020 and shall continue until December 31, 2021. This Agreement may be terminated by EMPLOYEE at any time upon thirty (30) days' written notice, and upon such notice being served upon the City, EMPLOYEE shall continue to perform all duties and responsibilities of Chief Financial Officer, and the City shall continue to pay EMPLOYEE the same salary and benefits in effect at the time of the service of such notice for the thirty (30) day period. In the event that this Agreement is terminated by EMPLOYEE for any reason including, but not limited to, resignation or retirement, he shall forfeit and not be entitled to payment of any kind other than salary and benefits (including Vacation, Personal and Sick days) set forth above. The Mayor and Council hereby authorized to terminate said agreement on behalf of the City.

ARTICLE III

DUTIES AND RESPONSIBILITIES OF THE CHIEF FINANCIAL OFFICER

Under direction of the Mayor and Council, the Chief Financial Officer must perform tasks relating to managing a fiscal or financial operation in local government through reviewing expenditures for compliance with budget policies, verifying accuracy of processed fiscal actions, estimating revenues and expenditures, monitoring internal financial controls, developing budget systems, evaluating the organization's financial condition, and issuing bonds and notes.

Furthermore, the Chief Financial Officer must perform tasks related to the management and operation of the Division of Audit and Control which is responsible for the following tasks in accordance with the Municipal Code:

1. Develop, maintain, and enforce a uniform system of accounts including forms, standards, and procedures for all Departments;
2. Maintain and operate the City's central accounting records in accordance with sound accounting principles;
3. Establish and maintain controls over all receipts and disbursements of the City Government;
4. Control all expenditures of the City to assure that budget appropriations are not exceeded and maintain such books and records to provide an appropriation ledger under an encumbrance system of accounting;

5. Pre-audit all bills, claims and demands against the City as to conformity to the City budget, the City Charter, local ordinances, State law and authorize disbursement of those that conform;
6. Prepare and submit monthly to the Mayor and City Council report of revenues, report of appropriations, listing of paid claims;
7. Prepare all disbursements;
8. Establish and maintain an Internal audit program for all city Departments and Federal and State Aid programs;
9. Sell and award City bonds and notes and act as registrar for all the registering of City bonds and notes; and
10. Maintain and operate accounting records for all Federal, State, and private funds under contracts of funds appropriated or advanced to the city in accordance with sound accounting principles and in accordance with contractual agreements.

The duties and responsibilities of the Chief Financial Officer shall be consistent with those set forth in laws and regulations of the State of New Jersey and the federal government, the City's Code, and pursuant to generally accepted practices in municipalities governed by the Optional Municipal Charter Law: Council-Manager Plan of government.

ARTICLE IV

MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES

EMPLOYEE agrees that he will at all times, faithfully, industriously, and to the best of his ability, experience, and talent, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of his agreement to the satisfaction of the Mayor and Council. Such duties shall be rendered at the City's place of business and at other such place or places as the City shall in good faith require or as the interests and needs and opportunities of the City shall require or make advisable.

ARTICLE V

WORK WEEK

1. The Chief Financial Officer is responsible for the day-to-day management of the Division of Audit and Control in accordance with Article III of this Agreement and as set forth in all applicable State Statutes.
2. Both parties recognize that more hours may be needed and worked without compensation. No overtime shall be paid at any time.

3. The Mayor and Council have the authority to grant time off during normal working hours in recognition of extraordinary additional hours worked beyond normal workhours.

4. Subject to the approval of the Mayor and Council, the Chief Financial Officer may engage in additional employment after business hours. For clarity, no paid employment is allowed during normal business hours without taking vacation or personal time. It is understood that the employee when hired on July 6, 2016 was already employed as the Chief Financial Officer of the Borough of Freehold and remains there as of the execution of this agreement.

ARTICLE VI

SALARY

Effective upon execution of this agreement, EMPLOYEE shall be paid an annual base salary of ONE HUNDRED FIFTY-EIGHT THOUSAND TWENTY-FOUR and 00/100 dollars (\$158,024.00) retroactive to January 1, 2020, to perform the duties and responsibilities of Chief Financial Officer. Any retroactive increase will result in the issuance of a backpay check to EMPLOYEE. On January 1, 2020 and 2021, EMPLOYEE shall be entitled to a one and a half percent (1.5%) increase to his salary. If the Mayor and Council in their discretion determine that such percentage increase shall exceed 1.5%, the Mayor and Council shall pass a resolution authorizing such increase in exceedance of 1.5%. Such additional increase shall be awarded based upon EMPLOYEE's success in meeting the established goals and objectives of the Mayor and Council.

EMPLOYEE shall not receive overtime, compensatory time or any other monetary or non-monetary remuneration for hours worked in excess of 7 hours per day or 35 hours per week. The Mayor and Council shall review EMPLOYEE's base salary annually for consideration of any additional adjustment. However, if there is a City-wide salary freeze, EMPLOYEE hereby agrees to forego a salary increase for that year as well.

ARTICLE VII

VACATION TIME

1. EMPLOYEE shall be entitled to receive paid vacation leave of Twenty-five (25) days; and

2. EMPLOYEE shall be entitled to schedule his vacation time. However, EMPLOYEE shall be required to provide the Director of Finance his requested vacation days in writing in accordance with standard practices of the City.

3. Any unused vacation time may be carried over for One (1) consecutive year. However, the accumulated unused earned vacation shall not exceed Twenty-five (25) days at any time.

4. In the event that EMPLOYEE uses more than (5) consecutive vacation days, he shall notify the Director of Finance in his absence.

ARTICLE VIII

SICK TIME

EMPLOYEE shall be entitled to receive paid sick leave of Fifteen (15) days in accordance with standard practices of the City with respect to Department Heads. Unused sick leave days shall be permitted to be carried forward annually and paid out according to City Policy upon retirement, resignation or separation of employment for any reason.

ARTICLE IX

SUPERVISORY DAYS

EMPLOYEE shall be entitled to Four (4) paid supervisory days per calendar year. All supervisory days must be used within the calendar year per the employee manual.

ARTICLE X

PROFESSIONAL DEVELOPMENT

EMPLOYEE shall be entitled to receive a monthly payment of Two Hundred and 00/100 dollars (\$200.00) per month for continued professional development including but not limited to continued education and/or training; attendance of meetings and seminars not identified in Article XII of this agreement; and any expenses used for the enrichment of the employee's professional development. This provision shall be subject to all required federal, state and local withholdings.

ARTICLE XI

HEALTH BENEFITS

EMPLOYEE, at his election, shall be entitled to health benefits consisting of medical and prescription coverage as may be approved from time to time by the City Council for the benefit of its municipal employees. Furthermore, EMPLOYEE shall be entitled to dental coverage equivalent to the plan, if any, being received by other Department Heads in the City. The employee is entitled to the payment in lieu of health benefits as may be applicable.

ARTICLE XII

PROFESSIONAL MEMBERSHIPS

The City shall pay EMPLOYEE's professional association dues. In addition, the City shall pay for EMPLOYEE's attendance at the annual conferences for such professional associations including conference registration and travel expenses. Subject to the review of the Mayor and Council, EMPLOYEE shall be entitled to use his reasonable discretion as to what conferences he would like to attend and what associations he would like to be a member.

ARTICLE XIII

PENSION BENEFITS

EMPLOYEE shall be entitled to participation in the New Jersey Public Employee Retirement System pursuant to New Jersey law.

ARTICLE XIV

LEGAL REPRESENTATION AND INDEMNIFICATION

A. Legal Representation. In the event EMPLOYEE is named a defendant in any civil, quasi-criminal or criminal action or legal proceedings, which arises out of the performance of his duties as Chief Financial Officer or involves conduct on the part of EMPLOYEE that is within the scope of his employment, the City shall make available legal counsel to EMPLOYEE and shall fully satisfy the costs of defending such action as required under this Article. The legal representation provided hereby shall not apply to civil litigation in which EMPLOYEE is named a direct defendant in any action or legal proceeding instituted by the City. In the event of any action or legal proceeding instituted by City personnel or employees alleging intentional or tortious acts or conduct alleged to have been committed by EMPLOYEE which are not covered by the City's liability or other insurance coverage, the City shall be responsible for the cost of all legal representation expended by EMPLOYEE in defense thereof.

B. Indemnification. The City shall indemnify and hold harmless EMPLOYEE from and against all damages (except exemplary or punitive damages):

1. Awarded against EMPLOYEE in any civil action or legal proceeding, in which EMPLOYEE is a party, which arises out of the performance of his duties and responsibilities as Chief Financial Officer or involves conduct on the part of EMPLOYEE that is within the scope of his employment; and

2. Awarded against EMPLOYEE in any civil action or legal proceeding, in which EMPLOYEE is a party, instituted by the City's personnel or employees alleging intentional or tortious acts or conduct alleged to have been committed by EMPLOYEE which are not covered by the City's liability or other insurance coverage.

C. Punitive Damages. Consistent with N.J.S.A. 59:10-4, the City may indemnify EMPLOYEE for exemplary or punitive damages resulting from his civil violation of State or federal law if, in the opinion of the Council, the acts committed by EMPLOYEE upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong.

D. Limitation of Legal Representation/Defense and Indemnification. Notwithstanding any provision of paragraph A, B or C above, the City shall defray the costs of defending any criminal action against EMPLOYEE, only if:

(i) It is authorized by State statute, municipal ordinance or resolution and provided that the criminal proceedings have been dismissed or result in a final disposition in favor of EMPLOYEE; and

(ii) The Council determines that there is good cause to dismiss EMPLOYEE out of the incident or related incidents of the criminal proceedings.

Furthermore, the City shall not provide indemnification or defense in any civil, criminal or other legal action if:

(i) The act or omission complained of was not within the scope of EMPLOYEE's employment or authority; or

(ii) The act or omission complained of was because of actual fraud, willful misconduct or actual malice; or

(iii) The defense of the action or proceeding would create a conflict of interest between the City and EMPLOYEE; in which the City shall employ other legal counsel to defend the action on behalf of EMPLOYEE and provide recompense for the reasonable legal fees and costs incurred, subject to the provisions of Article XIV A and B, or

(iv) There exist policies of insurance, either obtained by the City or by another, by virtue of which EMPLOYEE is entitled to a defense of the action in question from the insurer.

To be entitled to defense and indemnification as provided hereunder, EMPLOYEE must deliver to the City Attorney and City Clerk, within ten (10) days of the time he is served, the original copy of any summons, complaint, process, notice, demand or pleading, or he shall not be entitled to any such defense or indemnification if he fails to cooperate with the attorney assigned to handle the matter.

E. Methods of Providing Defense. If the City determines to provide a defense under this Agreement, the City Attorney shall assign counsel to handle the matter and the City shall pay counsel costs directly or reimburse EMPLOYEE for reasonable attorney's fees expended or obligated to be expended by EMPLOYEE in defense of the action.

ARTICLE XV

CODE OF CONDUCT AND ETHICS

It is essential that the conduct of public officials and employees hold the respect, trust and confidence of the public. To that end, EMPLOYEE shall at all times maintain the highest ethical standards in the performance of his duties and responsibilities as Chief Financial Officer, and shall avoid conduct that is in violation of the public's trust or that creates a justifiable impression among the public that such trust is being violated. Further, EMPLOYEE shall conform his conduct to the standards of the New Jersey Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., the rules adopted thereto and any supplemental ethics codes and policies adopted by the City.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties, and there are no other agreements, whether written or oral, which affect the terms hereunder. This Agreement may be amended from time to time only by a subsequent written agreement executed by both Parties. This Agreement represents and incorporates the complete and final understanding by the Parties on all issues, which were or could have been the subject of negotiations.
2. Severability. If any provision of this Agreement is held by any court or other competent authority to be void and unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.
3. Waiver. Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
4. Construction. Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either Party.
5. Headings. The headings of the paragraphs contained in this Agreement are included herein for reference purposes only and solely for the convenience of the Parties hereto. The headings hereunder shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision thereof.
6. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall

be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.

7. **Covenant of Further Assurances.** All Parties hereto shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.

8. **Binding Effect.** This Agreement shall inure to the benefit and be binding upon all of the Parties hereto and their respective executors, administrators, successors and permitted assigns.

9. **No Third-Party Benefit.** Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

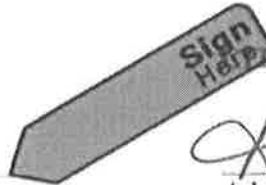
10. **Applicable Law.** This Agreement shall be governed only by and construed, in all respects, solely in accordance with the laws of the State of New Jersey. Should this Agreement or any part, term or provision of this Agreement be adjudged to be illegal, unenforceable or in conflict with any of the existing laws of the State of New Jersey, then and in that event, that part, term or provision shall be severed from this Agreement and remainder of this Agreement shall survive as if such paragraph(s) or section(s) were not contained within this Agreement. In the event that the entire Agreement is adjudged by a court of competent jurisdiction to be illegal, nugatory, unenforceable or in conflict with any existing laws of the State of New Jersey, then and in that event, this Agreement shall be declared null and void.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

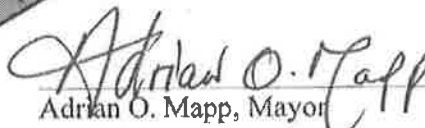
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

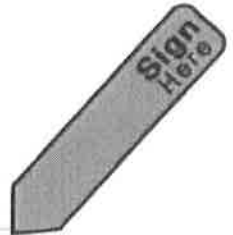
ATTEST


Abubakar Jalloh, City Clerk



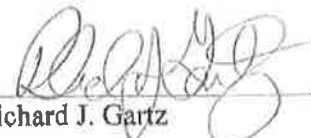
CITY OF PLAINFIELD


Adrian O. Mapp, Mayor



WITNESS


Kathleen O'Brien


Richard J. Gartz

REVIEWED AND APPROVED AS TO FORM


David L. Minchello, Esq., City Attorney