

EMPLOYMENT AGREEMENT BETWEEN

The **TOWNSHIP OF HOWELL**, a Municipal Corporation of the State of New Jersey, with offices at 4567 Route 9 N, Howell, NJ, hereinafter referred to as "The Township" or "Employer" and

Brian Geoghegan, residing in Toms River, NJ, hereinafter referred to as "Township Manager" or "Employee".

WHEREAS, the Township desires to employ Brian Geoghegan 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; and

WHEREAS, pursuant thereto the Township did adopt a Resolution on September 26, 2017 appointing the employee as Township Manager for an indefinite term and did authorize that a Contract of Employment be prepared.

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

SECTION ONE EMPLOYMENT DATE

The period of employment commences October 30, 2017, with revisions listed herein, taking effect upon signing of the agreement.

SECTION TWO DUTIES AND RESPONSIBILITIES

The 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

- A) 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.
- B) In the event N.J.S.A. 40:69A-93 or either applicable law shall be repealed, and no statutory provision mandates the terms of office for the Township Manager, the term of office shall be deemed indefinite subject to termination as set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.
- C) Nothing herein shall be considered to limit or conflict with the right of the Township Council to terminate the services of the Manager, subject only to the provisions of Section Four governing termination.
- D) Nothing contained herein shall be construed to limit or conflict with the right of the Employee to resign at any time from his position as Township Manager subject only to the provisions set forth in Section Four.
- E) During the term of his appointment, the 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 Employees' full-time position as Manager. It is understood that positions discussed upon the appointment of the Manager were approved and will not require additional permissions.

SECTION FOUR TERMINATION AND SEVERANCE POLICY

- A) The Township may terminate this agreement at any time with cause or without cause by Resolution adopted by a majority vote of the Township Council. Such termination shall comply with the provisions of N.J.S.A. 40:69A-93.
- B) 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 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 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 17-14, 17-15, 17-16, 17-17 or 17-18 of P.L. 1950, c. 210 (C.40:69A-163 through 40:69A-167), or the violation of any code of ethics in effect within the municipality.

- C) 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 by way of Resolution. The aforesaid Resolution of termination shall be effective three (3) calendar months after the date of its adoption, or the Township Council may provide in the Resolution that it shall have immediate effect. Should the Resolution provide for immediate effect, the Manager shall be paid any unpaid balance of his earned salary, pro-rated daily to the date of termination, together with his salary for three calendar months as of the date of termination following the adoption of the Resolution and with all accumulated leave and other entitlements.
- D) In the event the Manager voluntarily resigns, the Manager shall provide to the Township Council sixty (60) days advance notice of the effective date of employee's resignation unless the parties agree otherwise.
- E) It is expressly agreed and understood that upon employee's termination, without cause, or upon resignation, employee shall be entitled to all accumulated benefits and paid time off, payable at full value.
- F) The Township shall not be obligated to pay any severance pay should the Manager resign.
- G) 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 Manager be terminated for conviction of an illegal act involving moral turpitude or per personal gain for him. 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 salary, effective upon the signing of this agreement, is \$160,000.00 and will be reviewed on or before December 31st of each calendar year. The Council may at any time conduct a performance review to arrive and agree to any other 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 Manager agrees to conduct it at any public portion of a Township Meeting.

SECTION SIX BENEFITS

MEDICAL INSURANCE- Township Manager has declined the offer to take Township Health Benefits. The Township will compensate the Manager an additional stipend of \$10,000.00 annually as a contribution towards medical benefits outside the family hospital and medical coverage provided by the Township to full-time employees. In the event, the Manager should rescind the declination of Township benefits, this stipend shall be removed upon enrollment in the Township's insurance plan. The Township Manager shall be eligible for the Township Dental Plan. The Employer will pay the full premium for the employee and dependents. Additionally, the Manager shall enjoy any other benefits as provided to employees in the Teamsters bargaining unit.

PENSION- Employee is not currently enrolled in the Pension system. In lieu of Pension contributions, the Township will contribute an amount equal to 10% of the employee's compensation into an alternative retirement account, such as a 401k or 457b as designated by the employee. In the event employee becomes eligible for enrollment, employee shall be entitled to be enrolled in the appropriate State of New Jersey Pension Plan. Employee shall be entitled to the life insurance as provided by the Township of Howell in an amount provided for Department Heads. In the event employee is later enrolled in the State pension plan, employee shall then be entitled to any life insurance policy offered thereunder.

PAID TIME OFF- In lieu of designated number of vacation, personal and sick days; the employee 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. Employee may choose to sell back to the Township up to 10 days annually. If the employee 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. Employee shall be entitled to payment for all unused accumulated leave upon resignation or termination without cause. The Manager shall also enjoy all paid holidays as recognized the Township.

EDUCATIONAL/SEMINAR DAYS AND CAR ALLOWANCE-

- A) The Manager shall be permitted time off and reimbursement of reasonable and ordinary expenses for professional development and/or attendance and/or participation at conferences including the International City Management Association, the New Jersey Municipal Management Association and the New Jersey League of Municipalities with reimbursement not to exceed \$7500 per year.
- B) The Manager shall be permitted to attend, every year, several one-day seminars on an "as needed" basis for his professional development.

- C) The Manager shall retain all educational reimbursements, benefits and incentives enjoyed by unclassified employees and as negotiated in the Teamsters Collective Bargaining Agreement.
- D) The Manager shall have a vehicle designated for his use during working hours and for work related travel. The vehicle currently assigned to the Manger shall be the white Ford Explorer numbered 1101.

SECTION SEVEN MANAGER'S SCHEDULE

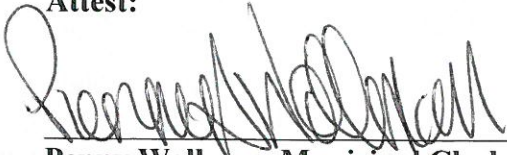
The Manager's work schedule shall be forty (40) hours per week, based upon the needs of the Township. Generally, the schedule shall be Monday through Friday, 8:30am- 4:30pm however may be adjusted as needed. The Manager's salary includes attendance of various evening meetings without additional compensation.

SECTION EIGHT MISCELLANEOUS

- A) When necessary and appropriate, the Township Manager shall be provided with legal advice and counsel in the event the 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 Employee 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.
- B) 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 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.
- C) This contract constitutes the entire agreement between the parties and may not be changed unless agreed upon, in writing, by both parties.
- D) The choice of law shall be the State of New Jersey

Signature page to follow

Attest:


Penny Wollman, Municipal Clerk

Township of Howell


Theresa Berger, Mayor

Attest


Jill Tripodi

Township Manager


Brian J. Geoghegan

Date: 11/20/18