

EMPLOYMENT AGREEMENT

This Agreement entered into this 1st day of July, 2024, by and between **Scott Tirella** (hereinafter "Tirella") and the **Township of Berkeley** (hereinafter "the Township"), a municipal corporation of the State of New Jersey.

1. **Position.** The Township will employ Tirella as the Township Administrator (also known as the "Administrator") of the Township. Such appointment will be subject to all provisions of applicable law, including but not limited to and all applicable provisions of the Ordinances of the Township. Subject to the supervision and pursuant to the orders and directives of the Mayor, and in accordance with all provisions of applicable law and applicable provisions of the Ordinances of the Township, Tirella shall perform all duties prescribed for such position by relevant law and Township Ordinances, and all those customarily performed by one holding such position, as well as any additional duties as may be assigned to him by the Mayor from time to time.

2. **Commencement Date; Term of Agreement.** The commencement date of this Agreement, and of Tirella's employment and responsibilities as the Township Administrator, shall be July 1, 2024. Except as explicitly stated herein, this Agreement governs and sets the terms and conditions of employment of Tirella for the period of January 1, 2024 through December 31, 2024.

3. **Salary and Benefits:**

A. **Salary:** Tirella's salary shall be \$150,000.00 for 2024.

B. **Benefits:** Tirella shall be entitled to the following:

1. Five (6) weeks (thirty workdays) of vacation for each calendar year thereafter. Ten (10) days can be carried over to the following year.
2. Three (3) personal days per year. These days do not carry over from year-to-year and must be used within a calendar year.
3. Fifteen (15) workdays of sick time per year. These days shall be allowed to carry over and "bank," but any payout shall be in compliance with all current State laws.
4. All normal days off, such as but not limited to fourteen (14) paid holidays pursuant to the Township's holiday schedule.
5. Tirella shall be entitled to any life insurance benefits standard for employees as outlined in the Personnel Policy.

C. **Schedule:** Tirella shall work at least a full-time schedule. However, Tirella shall be allowed to have reasonable flexibility in his hours of work at the Municipal Building and have the ability to work from home.

5. **Non-applicability of Overtime.** Tirella and the Township agree that the Township Administrator position is an exempt position from any maximum hour requirements found under State or Federal law.
7. **Reimbursement of Expenses.** The Mayor and Council will consider reasonable requests for expenses incurred by Tirella in connection with professional and official travel, meetings and occasions for professional development (including courses and seminars). Approval of the Mayor and Council for such expenses shall not be unreasonably withheld.
8. **Vehicle.** The Township, within its means, shall provide a Township vehicle for use as established by the Township's Use of Vehicle Policy.
10. **Indemnification.** The Township shall defend, save harmless and indemnify Tirella against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Tirella's duties as the Township Administrator or as an individual, to the extent permitted by applicable law. The Township, or its insurance carrier, in its sole discretion may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. The selection of the Tirella's legal counsel shall be with the mutual agreement of the Tirella and the Township if such legal counsel is not also the Township's legal counsel. A legal defense may be provided through insurance coverage, in which case the Tirella's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. This provision shall survive the termination, expiration or other end of this Agreement and/or Tirella's employment with the Township.
11. **Termination of Agreement by the Township.** Tirella shall serve as an "at will" employee. The Township may terminate this Agreement and the employment of Tirella, with or without cause, in accordance with the applicable provisions contained in relevant Township Ordinances and State Statute.
12. **Termination of Agreement by Employee.** Tirella may terminate this Agreement at his will. However, Tirella shall provide a minimum of thirty (30) calendar days' notice of his intention to resign from the position of Township Administrator and shall assist the Township in any transition work required to assist in finding a replacement Township Administrator.
13. **Applicability of other Policies/Agreement.** The Township's personnel policies and procedures shall apply to the employment of Tirella unless there is a conflict between the policies and the terms of this agreement. In the event of a conflict, the terms of this agreement shall prevail. Tirella acknowledges that he is not subject to the terms and conditions set forth in any of the Township's Collective Negotiations Agreements.

14. **Retirement and Pension.** Tirella explicitly waives all entitlement to pension or deferred compensation enrollment.

16. **Entire Agreement.** This Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other Agreements between the parties. There are no representations, warranties or agreements, whether express or implied, except as set forth in this Agreement. This Agreement may not be canceled, changed, modified, or amended orally, and no cancellation, change, modification or amendment hereof shall be effective or binding unless in a written instrument signed by the Township and Tirella.

17. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom same is charged.

18. **Controlling Law.** All the terms, conditions and other provisions of this Agreement shall be interpreted and governed by the laws of the State of New Jersey.

19. **Interpretation and Severability.** If any term or provision of this Agreement shall to any extent be deemed invalid or unenforceable by a Court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement should be valid and enforceable to the fullest extent permitted by law

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS & ATTEST:

TOWNSHIP OF BERKELEY



KAREN STALLINGS, RMC,
Township Clerk

By



HON. JOHN BACCHIONE
Mayor



SCOTT TIRELLA