

THIS EMPLOYMENT AGREEMENT (the "Agreement") is dated effective as of May 25, 2017, by and between Adam W. Brewer (the "Employee"), residing at 335 Reserve Street, Boonton, NJ 07005, and the Township of Rockaway, a municipal corporation of the State of New Jersey, located at 65 Mount Hope Road Rockaway, New Jersey 07866 (the "Township").

WHEREAS, the Township desires to employ the Employee on the terms and conditions hereinafter set forth, and the Employee desires to accept such employment.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing promises and representations, and the mutual terms and conditions hereinafter set forth, the parties hereby agree as follows:

1. Employment.

- a. Hire date. Beginning on May 25, 2017, the Township hereby employs the Employee as the Business Administrator of the Township.
- b. Term of Appointment. The Township hereby appoints Employee to a three (3) year term, which shall expire on December 31, 2019.
- c. At-Will Employment. The Employee will be an employee-at-will of the Township, and, as such, the Employee's employment may be terminated at any time by either the Township or the Employee for any reason at any time.
- d. Duties. Employee shall perform the functions and duties of a Business Administrator. Employee will report directly to the Mayor, and will be responsible for the day-to-day operations of the Township according to state laws and regulations and the Code of Ordinances of the Township of Rockaway, as well as any other duties legally assigned to him by the Mayor.
- e. Schedule. Employee's regular schedule will be 8:30 a.m. to 4:30 p.m., Monday through Friday for a 35-hour work week, as well as attendance at official events of the Township of Rockaway where his presence is appropriate for his duties and responsibilities. Employee's compensation also includes his attendance at various evening meetings and occasional weekend meetings without receiving any additional time off or compensation. The Employee acknowledges that performance of the functions of Business Administrator entails attendance at meetings and functions in an official capacity outside of regular business hours without any additional direct or indirect compensation.
- f. Exclusive efforts. The Employee shall devote his full time and attention solely and faithfully to the performance of his duties under this Agreement, subject at all

times to the direction and control of the Township. Employee will seek prior approval of the Mayor prior to assuming any other employment for remuneration or consulting/teaching, and further provided that such arrangements do not constitute an interference with, nor a conflict of interest for, either the Employee or the Township, as defined in applicable statutes, the Township code, personnel policy manual, and code of ethics.

2. **Residency requirements.** The Employee may reside outside the Township during the tenure of his position in accordance with applicable law. The approval of this contract by the Council shall constitute such approval.

3. **Compensation.**

a. The Township shall pay to the Employee, for all of the services rendered by the Employee pursuant to this Agreement, an annualized salary as follows:

May 25, 2017:	\$155,000.00
Beginning January 1, 2018:	\$160,000.00
Beginning January 1, 2019:	\$165,000.00

- b. Employee's salary under the foregoing Paragraph shall not be reduced without Employee having an opportunity to discuss with the Mayor his performance and any reasons for any salary reduction.
- c. The Employee's salary shall be paid in biweekly installments. This salary shall be incorporated in and authorized by ordinance.

4. **Performance appraisal.**

- a. Annual appraisal. Commencing December 1, 2017, and annually on or about December 1 thereafter, the Township shall have the right to review the performance of the Employee subject to a methodology consistent with the standard practice as applied to other Employees.
- b. Method of appraisal. The criteria, manner, and format for the evaluation shall be mutually agreed upon and will, at a minimum, include the opportunity to prepare a written performance evaluation form, meet and discuss the details of the evaluation, and provide a written summary of the evaluation results. If conducted, the performance appraisal process will be completed and delivered to the Employee no later than December 15.
- c. Right to Notices. Employee will receive notice of any meetings being held concerning his performance and continued employment with the Township and

will be given an opportunity to be heard prior to the adoption of any resolution affecting his tenure with the Township, which opportunity may, at the discretion of Employee, be held in public session.

5. **Benefits.** The Township shall provide to the Employee, for all the services rendered by the Employee pursuant to this Agreement, the following benefits:
- a. Health, prescription, dental, vision and other insurance benefits under the same terms and conditions as, and equal to, those benefits provided to all other managerial Employees of the Township;
 - b. Pension coverage under the NJ Public Employees' Retirement System, Tier 1, including life insurance as provided under such plan. Additionally, the Township agrees to execute all necessary agreements for Employee's participation in a Section 457 deferred compensation plan;
 - c. Vacation, sick leave, holidays, and personal days, under the same terms and conditions as, and equal to, those benefits provided to all other managerial Employees of the Township;
 - d. Coverage under the Short-Term Disability plan under the same terms and conditions as, and equal to, those benefits provided to all other managerial Employees of the Township;
 - e. The time off and reimbursement of expenses for professional development and/or attendance at conferences and training seminars, conducted by NJMMA and the New Jersey State League of Municipalities. The Township agrees to provide adequate provision for attendance at these conferences and training programs in the annual budget of the Township. The Township agrees to provide adequate provision for dues to these organizations as well as ICMA dues payments to Employee for his time spent in attending the New Jersey League of Municipalities annual conference, inclusive of registration and lodging. The above shall be consistent with past practices of the Township for managerial level employees;
 - f. Employee will be able to attend continuing education opportunities and training opportunities, not to exceed \$1,500.00 in annual appropriations. Employee will be provided time off for training for such educational opportunities.
 - g. Employee will be entitled to reasonable expense reimbursement incurred by attending training in accord with applicable policy of the Township;

- h. Township will reimburse Employee for all reasonable expenses incurred on behalf of the Township. Expenses anticipated to exceed \$300 shall require advance approval;
- i. The Township shall bear the cost of any fidelity or position bonds required by the municipality for this position;
- j. If required to use his personal vehicle, Employee will be reimbursed for the use of his personal vehicle based upon policies established for Township managerial employees. This shall not include commuting to and from work.
- k. The Township shall provide all other benefits under the same terms and conditions as, and equal to, those benefits provided to Township personnel pursuant to the Township's Employee Handbook and applicable state law.

6. Termination of Agreement.

- a. The Employee will be an employee-at-will of the Township, and, as such, the Employee's employment may be terminated at any time by either the Township or the Employee for any reason at any time.
- b. Employee shall provide a minimum of 30 calendar days' notice of his intention to resign from the Township, and shall assist the Township in any transition work required to assist the replacement Business Administrator selected by the Township.
- c. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall terminate upon the following events:
 - i. If the Employee shall fail to perform his duties due to illness, disability, or incapacity, and such illness, disability, or incapacity shall continue for a period of six consecutive months, the Township shall have the right by written notice to the Employee by personal delivery or by certified mail to terminate this Agreement as of a date (not less than 30 days after the date of the delivery or sending of such notice) to be specified in such notice, and Employee shall be entitled to receive his base salary as provided in section 3 and benefits as provided in section 5 to the last day of the calendar month in which such notice shall be delivered or sent; or
 - ii. If the Employee dies during the term of this Agreement. Employee's heirs or legal representatives shall be entitled to receive his base salary as and benefits through the last day of the calendar month in which Employee's death shall have occurred.

iii. Nothing set forth in this Agreement is intended to affect the right of the Employee to seek disability payments under any applicable disability plan, subject to all terms and conditions of any such plan.

7. **Return of Township documents and property.** Upon the termination of Employee's employment with the Township, for any reason, the Employee shall return all documents within his possession, custody, or control relating to the business and affairs of the Township, and shall return all other municipal property within his possession, custody, or control, including, but not limited to, office keys, card keys, office passes or badges, office equipment, supplies, facsimile machines, copiers, computers and peripheral equipment, cell phones, or any other property or equipment furnished to him or paid for by the Township.

8. **Release.** Upon the termination of this Agreement, the Township shall have no further obligations to the Employee under this Agreement except that it shall be liable to Employee for any such unpaid compensation, allowances and reimbursements as may be due under the applicable sections of this Agreement. In the event of termination, the Employee shall receive severance in accordance with N.J.S.A. 40A:9-138.

9. **Interpretation and partial invalidity.**

a. Any paragraph and/or section headings and the arrangement of this Agreement is for the convenience of the parties only, and does not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement.

b. This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party, including presumptions related to its drafting.

c. In the event that one or more of the provisions of this Agreement are found to be invalid or unenforceable by a court of law, Employee and the Township shall within 30 days of the date of such a determination agree to restructure the terms of the Agreement so as to carry out the intent of the Agreement, it being understood that each element of the agreement is material to Employee and the Township.

d. If any provision of this Agreement shall be declared invalid by a court or in any administrative proceeding, the remaining provisions shall be construed in such a manner as to preserve the validity of the unaffected portions of this Agreement and the substance of the contemplated transactions to the greatest extent possible.

10. **Modification.** No modification of any provision of this Agreement shall be binding unless it is in writing and signed by both parties.
11. **Waiver.** No waiver of any provision of this Agreement or the breach thereof shall constitute a continuing waiver or a waiver of any other provision or breach of this Agreement, and no such waiver shall be binding unless in writing and signed by the party against whom such waiver is sought to be enforced.
12. **Integration.** This Agreement represents the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes and cancels any and all previous arrangements, whether written or oral, express or implied, between the parties relating to the subject matter of this Agreement.
13. **Free and voluntary.** Employee and Township hereby acknowledge that they are entering into this Agreement freely and voluntarily for the purposes set forth herein. The parties acknowledge that the terms and conditions are fair and equitable and in the best long term interest of Employee and Township. Employee and Township agree to execute any and all documents that may be necessary to carry out the terms of this Agreement.
14. **Notices.** Notices to the Employee under this Agreement shall be provided by certified mail, return receipt requested, addressed and delivered to:

Adam W. Brewer
335 Reserve Street
Boonton, NJ 07005

Notice to the Township under this Agreement shall be provided by certified mail, return receipt requested, addressed and delivered to:

Township of Rockaway
Attn: Township Clerk
65 Mount Hope Road
Rockaway, New Jersey 07866

15. **Governing Law.** Unless otherwise provided in this Agreement, the Agreement and the rights and remedies of the parties shall be governed by and construed in accordance with the laws of the state of New Jersey.
16. **Future condition or term.** To the extent that this Agreement does not address a condition or term of employment, the determination of that condition or term shall be sequentially based upon the following applicable authorities: state statute, applicable Township code provisions, Township personnel policy provisions, and past practice and customary procedure.



Mayor Michael Dachisen,
On behalf of Township of Rockaway

5-9-17
(Date)



Susan R. Best, Township Clerk

5-9-17
(Date)

And



Adam W. Brewer

5/9/17
(Date)