

Township Manager's Contract

April 13, 2009

TOWNSHIP OF TEANECK, NJ RESOLUTION

Council Members	YES	NO	Abstain	Absent
Gussen	✓			
Hameeduddin	✓			
DM. Parker	RECUSED			
Honis				✓
Katz	✓			
Toffler	✓			
Mayor Feit	✓			



Agenda C
 Resol. Number 114-09
 Motion: C. Katz
 Seconded: C. Gussen

WHEREAS, the Township of Teaneck operates under a form of government known as the "Council-Manager Plan" (*N.J.S.A. 40:69A-81 et seq.*), under which the municipality is governed by an elected Council and by an appointed Municipal Manager who serves as the Chief Executive Officer of the Township; and

WHEREAS, there is a vacancy in the office of Municipal Manager; and

WHEREAS, the Township Council has undertaken a search process for a new municipal manager and, in furtherance thereof, has solicited applications, reviewed resumes, conducted interviews and performed background checks; and

WHEREAS, as a result of said process, the Township Council has selected one of the applicants to be appointed to the position of Municipal Manager and has reached an agreement as to the terms and conditions of employment;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Teaneck, Bergen County, New Jersey, that William Broughton be and is hereby appointed to the office of Municipal Manager of the Township of Teaneck pursuant to *N.J.S.A. 40:69A-89*, with the powers and duties conferred by the Council-Manager Plan of the Optional Municipal Charter Law, *N.J.S.A. 40:69A-81 et seq.*, the Administrative Code of the Township of Teaneck, and in accordance with the attached employment agreement; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute and the Township Clerk to attest on behalf of the Township of Teaneck an Employment Agreement between the Township of Teaneck and William Broughton respecting the terms and conditions of employment for the Municipal Manager, a copy of which Agreement is on file in the office of the Township Clerk and is available for public inspection; and

BE IT FURTHER RESOLVED that the aforesaid appointment shall be effective as of May 18, 2009.

Prepared by _____
 Checked by _____
 Approved by _____

This is to certify that the above Resolution was adopted by the

Township Council on April 13, 2009


 Municipal Clerk

EMPLOYMENT AGREEMENT

TOWNSHIP MANAGER

AGREEMENT, made this 13th day of April, 2009 by and between **THE TOWNSHIP OF TEANECK**, a municipal corporation of the State of New Jersey, with its administrative office at the Paul A. Volcker Municipal Green, 818 Teaneck Road, Teaneck, New Jersey 07666 (hereinafter sometimes referred to as "the Township") and William Broughton, residing at 75 Westlake Court in Jackson, NJ 08527 (hereinafter sometimes referred to as "the employee");

WITNESSETH:

WHEREAS, the citizens of the Township have adopted a form of government known as the "Council-Manager plan" (NJSA 40:69A-81 et seq.), under which the municipality is governed by an elected Council and by an appointed Municipal Manager who serves as Chief Executive Officer; and

WHEREAS, by Resolution No. 114-09, the Township Council, as the appointing authority under NJSA 40:69A-89, appointed William Broughton to the title and position of Municipal Manager of the Township, in accordance with the provisions of NJSA 40:69A-93 on the basis of certain agreed terms of employment, which this agreement is intended to memorialize; and

WHEREAS, William Broughton has accepted the appointment and agreed to the terms and conditions of employment hereinafter set forth;

NOW, THEREFORE, in consideration of the appointment, the mutual covenants hereinafter set forth, and the mutual benefits to be derived by the performance thereof, the Township Council (hereinafter referred to as "the appointing authority") and the employee agree as follows:

FIRST: Duties. The employee shall perform the duties of Municipal Manager as set forth in NJSA 40:69A-95 and Section 2-24 of the Teaneck Township Code, and as each may be amended from time to time.

SECOND: Compensation. The employee shall be paid an annual salary of \$157,000 and payable in the same manner all municipal salaries are paid.

THIRD: Term.

A. Removal with and without cause. As set forth in NJSA 40:69A-93, the employee shall hold office for an indefinite term and may be removed with or without cause, by a majority vote of the appointing authority at any time.

B. Voluntary resignation. Nothing herein contained shall prevent the employee from voluntarily resigning his/her position; provided, however, it shall be on no less than three (3) months' notice, in order for the appointing authority to recruit a replacement. At any time after notice is given by the employee, the appointing authority may accelerate the employee's resignation date, in which even the employee shall be paid his/her accumulated vacation time and terminal leave payments as may be provided to all other managerial/executive employees, if any in a lump sum on the first salary pay date following the effective date of resignation.

FOURTH: Employment Benefits. As applicable and unless otherwise expressly stated in this Agreement, the employee shall be afforded the standard benefits afforded to all managerial employees as outlined in the Managerial, Executive, Professional and Confidential Employees Personnel Rules and regulations, annexed hereto and made part hereof, and as may be amended from time to time by the Township Council, except he/she shall receive 15 days vacation per year effective with the commencement of this Contract. Employee agrees that he/she shall take no more than ten (10) consecutive work days vacation unless expressly approved by Council in advance. In addition, the employee shall receive a car allowance of \$100.00 per month and payment or reimbursement for attendance at professional conferences and professional dues, as may be provided for in each annual budgetary allocation and as follows:

A. Professional conferences. The cost of attending the annual meeting of the International City Manager's Association (ICMA), but not to exceed \$1000.00 and the annual convention of the New Jersey League of Municipalities, or New Jersey Municipal Managers' Association, but not to exceed \$100.00, if provided for in the Municipal Budget.

B. Professional dues. ICMA; New Jersey Municipal Managers' Association.

C. Paid tuition or attendance fees for courses, seminars, or training which are job related or are a requirement for

sustaining professional licenses subject to the Township Council's approval.

FIFTH: Performance evaluation; goals.

A. Annual evaluations. The appointing authority shall review and evaluate the performance of the employee during the fourth quarter of each calendar year of employment. The evaluation shall be in accordance with specific criteria established by the appointing authority. Each member of the appointing authority shall complete said evaluation in writing and deliver same to the other members of the appointing authority. After a reasonable opportunity given to each member to supplement his/her evaluation, the Mayor shall provide the employee with a written summary of the evaluations of the members. Thereafter, the employee shall be given an opportunity to meet with the appointing authority in closed session to discuss the evaluation and respond to it.

B. Goals. At least annually, the appointing authority and employee shall establish and reestablish policy and performance objectives, and to the extent possible, assign priorities and timetables for their achievement, with due consideration to budgetary limitations, funding sources, and the two-years terms of any Township Council as a whole.

SIXTH: Indemnification; bonding.

A. Indemnification. The Township shall indemnify and hold the employee harmless from any and all claims, demands, legal actions, judgments and damages, arising out of the performance of his/her duties hereunder, except the following:

1. Punitive damages recovered against the employee by third-parties, provided, however, the Township shall provide a necessary defense to any covered legal action making demands for punitive damages.

2. Compensatory damages recovered against the employee for actions held to be gross negligence or willful violations of law, provided, however, the Township shall provide a necessary defense to any covered legal action in which such accusations are made.

3. Legal actions (including cross-claims and third-party complaints) initiated by the Township against the employee for a breach of this agreement, gross negligence or a willful violation of law; provided, however, this shall not include any declaratory

judgment action between the parties to interpret their relative rights and/or duties under the Council-Manager form of government.

B. Bonding. The Township shall bear the full cost of any fidelity or other bond required of the employee by any law or municipal contracting authority.

SEVENTH: Miscellaneous provisions:

A. Further assurances. The parties agree to execute such further or other documents and assurances which may be required from time to time in order to give effect to the provisions of this agreement.

B. Severability. In the event that any provision of this agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severable and the remaining parts and provisions of the agreement shall remain in full force and effect.

C. Notices. All communications in connection with this agreement shall be in writing and sent by postage prepaid first class mail, and if relating to default or termination by certified mail, return receipt requested, or by personal hand-delivery addressed to each party at the address written above, or to the employee at the municipal building. The date of giving any mailed notice shall be the date of the post office deposit, and the date of giving hand-delivered notice shall be the date of delivery.

D. Governing law. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

E. Entire agreement; amendment; non-waiver. This agreement sets forth the entire agreement between the parties and may be modified and amended only by a written instrument executed by both parties. None of the provisions of this agreement shall be deemed to have been waived by any act or acquiescence on the part of either party except by an instrument in writing signed by the party executing the waiver.

F. Mutual mistake of legal requirements. This agreement shall be deemed to include all provisions and clauses required by law to be included herein. If after the execution of this agreement, it is discovered that any provision required by law to be included herein has been omitted, through mistake or

otherwise, or has been incorrectly included herein, then upon application of either party the agreement shall forthwith be amended to correct the error or omission, and the effectiveness of this agreement shall not be affected by said error.

IN WITNESS WHEREOF, the Township has caused this agreement to be signed by the mayor and attested by the Township Clerk, and the Township seal affixed thereto, and the employee has hereunto set his/her hand and seal, or caused this agreement to be signed by its corporate officers thereunto duly authorized and caused its proper corporate seal to be hereto affixed, the day and year first above written.

TOWNSHIP OF TEANECK

By: Michael Kevin Feit
Michael Kevin Feit, Mayor

Attest:

Lissette Aportela-Hernandez
Lissette Aportela-Hernandez, MPA, BMC
Municipal Clerk

William Broughton
By: William Broughton

Witnessed by:

Karen Sabadan

Township Manager's Contract Amendment

September 14, 2010

TOWNSHIP OF TEANECK, NJ RESOLUTION

Council Members	YES	NO	Abstain	Absent
Parker	✓			
Stern	✓			
DM Gussen	✓			
Honis	✓			
Katz	✓			
Toffler	✓			
Mayor Hameeduddin	✓			



Agenda N
 Resol. Number 358-10
 Motion: C. Toffler
 Seconded: C. Katz

WHEREAS, pursuant to Resolution #114-09, the Township Council has heretofore appointed William Broughton as the Municipal Manager of the Township of Teaneck, effective May 18, 2009 and had authorized the execution of an employment contract between the Township of Teaneck and William Broughton;

WHEREAS, the Township Council has undertaken a favorable review and evaluation of the performance of William Broughton after the completion of his first year of service as Municipal Manager;

WHEREAS, the Municipal Manager is on call on a 24/7 basis and is called upon to respond at all hours of the day and night; and

WHEREAS, in light of such consideration the Township Council wishes to amend the employment contract with William Broughton so as to provide a 2.9% increase in salary and the use of a Township automobile.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Teaneck, Bergen County, New Jersey that the Mayor is hereby authorized and directed to execute and the Acting Township Clerk to attest on behalf of the Township of Teaneck an amendment to the Employment Agreement between the Township of Teaneck and William Broughton respecting the terms and conditions of employment for the Municipal Manager, a copy of which Agreement is on file in the Office of the Acting Township Clerk and is available for public inspection.

Prepared by WR

Checked by _____

Approved by _____

This is to certify that the above Resolution was adopted by the

Township Council on September 14, 2010

James J. Sullivan, Jr.
 Acting Township Clerk

AMENDMENT TO EMPLOYMENT AGREEMENT

TOWNSHIP MANAGER

THIS AMENDMENT TO EMPLOYMENT AGREEMENT, made this 14th day of September, 2010 by and between THE TOWNSHIP OF TEANECK, a municipal corporation of the State of New Jersey, with its administrative office at the Paul A. Volcker Municipal Green, 818 Teaneck Road, Teaneck, New Jersey 07666 (hereinafter sometimes referred to as "the Township") and WILLIAM BROUGHTON, residing at 75 Westlake Court, Jackson, New Jersey 08527 (hereinafter sometimes referred to as "the employee");

WITNESSETH:

WHEREAS, pursuant to Resolution 114-09, Township Council has heretofore appointed William Broughton as the Municipal Manager of the Township of Teaneck effective May 18, 2009, and had authorized the execution of an employment contract between the Township of Teaneck and William Broughton; and

WHEREAS, the Township of Teaneck and William Broughton has heretofore entered into an Employment Agreement dated April 13, 2009 (hereinafter referred to as the "Employment Agreement"); and

WHEREAS, the parties wish to amend the Employment Agreement so as to provide a 2.9% increase in salary and the use of a Township automobile;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and the mutual benefits to be derived by the performance thereof, the Township Council (hereinafter referred to as "the appointing authority") and the employee agree as follows:

1. Paragraph SECOND of the Employment Agreement is hereby amended to read as follows:

"SECOND: Compensation. The employee shall be paid an annual salary of \$161,553 and payable in the same manner all municipal salaries are paid, effective retroactively to May 18, 2010.

2. Paragraph FOURTH of the Employment Agreement is hereby amended to add thereto the following employment benefit:

"D. In lieu of a car allowance referred to above, the Township

shall provide the employee with the use of an automobile from the municipal pool of vehicles for use by the employee on a 24/7 basis and the Township shall pay for the fuel, maintenance and insurance thereof"

3. Except as modified herein, all other provisions of the Employment Agreement heretofore entered into by and between the parties all remain in full force and effect.

IN WITNESS WHEREOF, the Township has caused this agreement to be signed by the mayor and attested by the Township Clerk, and the Township seal affixed thereto, and the employee has hereunto set his/her hand and seal, or caused this agreement to be signed by its corporate officers thereunto duly authorized and caused its proper corporate seal to be hereto affixed, the day and year first above written.

TOWNSHIP OF TEANECK

By:

Mohammed Hameeduddin, Mayor

Attest:

[Signature], cmc

EMPLOYEE

By:

[Signature]

Sign, sealed, and delivered
in the presence of:

Ferrara, Turitz, Harraka, & Goldberg, Esqs.

Township Manager's Contract Amendment

October 8, 2013



Township Council
818 Teaneck Road
Teaneck, NJ 07666

Meeting: 10/08/13 07:00 PM
Department: Township Clerk
Category: Authorization
DOC ID: 1244

RESOLUTION 237-2013

Resolution L Authorize Amend to Township Manager's Employment Agreement

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Yitz Stern, Councilman
SECONDER:	Adam Gussen, Deputy Mayor
AYES:	Parker, Stern, Gussen, Pruitt, Katz, Schwartz, Hameeduddin

TOWNSHIP OF TEANECK
BERGEN COUNTY, NJ

237-2013

**RESOLUTION L AUTHORIZE AMEND TO TOWNSHIP MANAGER'S
EMPLOYMENT AGREEMENT**

See attached Resolution and Second Amendment to Employment Agreement

This is to certify that the above Resolution was adopted by the
Township Council on October 8, 2013


Jaime L. Evelina, RMC
Township Clerk

WHEREAS, pursuant to Resolution #114-09, the Township Council [the "Township"] has heretofore appointed William Broughton as the Municipal Manager of the Township of Teaneck, effective May 18, 2009, and had authorized the execution of an employment contract between the Township of Teaneck and William Broughton [the "Manager"]; and

WHEREAS, pursuant to Resolution #258-10, the Township Council amended the initial contract between the Manager and the Township; and

WHEREAS, the Township Council has undertaken a favorable review and evaluation of the performance of William Broughton; and

WHEREAS, William Broughton has not had a raise in salary since May 17, 2011, and

WHEREAS, the Township Council wishes to amend the employment contract with William Broughton so as to provide for the period May 18, 2011 through the period of May 17, 2012, a 2% per annum increase over the \$161,553 base salary of the Manager, which equals \$3,231.06 [May 18, 2011 – May 17, 2012 = \$164,784]; for the period May 18, 2012 to December 31, 2012, 2% per annum, prorated for the period May 18, 2012 through December 31, 2012, \$2,037.26 equaling \$166,821; and commencing January 1, 2013, 2% per annum, which equals \$3,336.44, making the Manager's annual compensation \$170,158 retroactive from January 1, 2013, per annum; and further, retroactive to January 1, 2013, the Manager shall be entitled to 20 vacation days per annum.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Teaneck, Bergen County, New Jersey, that the Mayor is hereby authorized and directed to execute and the Township Clerk to attest on behalf of the Township of Teaneck an amendment to the Employment Agreement between the Township of Teaneck and William Broughton respecting the terms and conditions of employment for the Municipal Manager, as attached hereto to reflect the salary increases and benefits reflected herein, a copy of which Agreement is on file in the Office of the Township Clerk and is available for public inspection.

Attachment: 10-8-13 - Resolution L - back up (237-2013 : L)

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

TOWNSHIP MANAGER

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT, made this 8th day of October, 2013, by and between THE TOWNSHIP OF TEANECK, a municipal corporation of the State of New Jersey, with its administrative office at the Paul A. Volcker Municipal Green, 818 Teaneck Road, Teaneck, New Jersey 07666 (hereinafter sometimes referred to as "the Township") and WILLIAM BROUGHTON, residing at 75 Westlake Court, Jackson, New Jersey 08527 (hereinafter sometimes referred to as "the Employee");

WITNESSETH:

WHEREAS, pursuant to Resolution 114-09, Township Council has heretofore appointed William Broughton as the Municipal Manager of the Township of Teaneck effective May 18, 2009, and had authorized the execution of an employment contract between the Township of Teaneck and William Broughton; and

WHEREAS, the Township of Teaneck and William Broughton has heretofore entered into an Employment Agreement dated April 13, 2009 (hereinafter referred to as the "Employment Agreement"); and

WHEREAS, pursuant to Resolution 258-10, the Employment Agreement was amended by Amendment to Employment Agreement dated April 14, 2010;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and the mutual benefits to be derived by the performance thereof, the Township Council (hereinafter referred to as "the appointing authority") and the employee agree as follows:

1. Paragraph SECOND of the Employment Agreement is hereby amended to read as follows:

SECOND: Compensation. The employee shall be paid an annual salary payable in the same manner all municipal salaries are paid, effective retroactively to May 18, 2011, as follows: for the period May 18, 2011 through the period of May 17, 2012, a 2% increase over the \$161,553 base salary

Attachment: 10-8-13 - Resolution L - back up (237-2013 : L)

of the Manager, which equals \$3,231.06 [May 18, 2011 - May 17, 2012 = \$164,784]; for the period May 18, 2012 to December 31, 2012, a 2% increase totaling \$2,037.26, prorated for the period May 18, 2012 through December 31, 2012, equaling \$166,821; and commencing January 1, 2013, another 2% which equals \$3,336.44, making the Manager's annual compensation \$170,158 retroactive from January 1, 2013, per annum.

2. FOURTH: Employment Benefits. Fifteen (15) days vacation is changed to twenty (20) days per calendar year, retroactive to January 1, 2013.

IN WITNESS WHEREOF, the Township has caused this agreement to be signed by the mayor and attested by the Township Clerk, and the Township seal affixed thereto, and the employee has hereunto set his/her hand and seal, or caused this agreement to be signed by its corporate officers thereunto duly authorized and caused its proper corporate seal to be hereto affixed, the day and year first above written.

TOWNSHIP OF TENNECK

By:

Mohammed Hameeduddin, Mayor

Attest:

EMPLOYEE

William Broughton

Sign, sealed, and delivered
in the presence of:

by Andy Gault
Ferrara, Turitz, Marraka
& Goldberg, P.C.

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Attachment: 10-8-13 - Resolution L - back up (237-2013 : L)

TOWNSHIP OF TEANECK
BERGEN COUNTY, NJ

151-2016

**AUTHORIZE EXECUTION OF AN AMENDED EMPLOYMENT
CONTRACT WITH MUNICIPAL MANAGER AND ESTABLISH
SALARY FOR SUCH POSITION FOR YEARS 2014-2016**

WHEREAS, pursuant to Resolution 114-09, Township Council has heretofore appointed William Broughton as the Municipal Manager of the Township of Teaneck effective May 18, 2009, and had authorized the execution of an employment contract between the Township of Teaneck and William Broughton; and

WHEREAS, the Township Council has undertaken a favorable review and evaluation of the performance of William Broughton as Municipal Manager; and

WHEREAS, the Township Council wishes to amend the employment contract with William Broughton so as to provide a 2.0% annual increase in for the years 2014, 2015 and 2016;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Teaneck, Bergen County, New Jersey, that the salary for William Broughton as Township Manager of the Township of Teaneck shall be as follows retroactive as of the dates indicated:

Effective January 1, 2014 - \$173,561.16 per annum

Effective January 1, 2015 - \$177,032.38 per annum

Effective January 1, 2016 - \$180,573.03 per annum; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute and the Township Clerk to attest on behalf of the Township of Teaneck an amendment to the Employment Agreement between the Township of Teaneck and William Broughton respecting the terms and conditions of employment for the Municipal Manager to carry out the foregoing, a copy of which Agreement is on file in the office of the Township Clerk and is available for public inspection.

AMENDMENT TO EMPLOYMENT AGREEMENT

TOWNSHIP MANAGER

THIS AMENDMENT TO EMPLOYMENT AGREEMENT, made this _____ day of _____, 2016, by and between **THE TOWNSHIP OF TEANECK**, a municipal corporation of the State of New Jersey, with its administrative office at the Paul A. Volcker Municipal Green, 818 Teaneck Road, Teaneck, New Jersey 07666 (hereinafter sometimes referred to as "the Township") and **WILLIAM BROUGHTON**, residing at 75 Westlake Court, Jackson, New Jersey 08527 (hereinafter sometimes referred to as "the Employee");

WITNESSETH:

WHEREAS, pursuant to Resolution 114-09, Township Council has heretofore appointed William Broughton as the Municipal Manager of the Township of Teaneck effective May 18, 2009, and had authorized the execution of an employment contract between the Township of Teaneck and William Broughton; and

WHEREAS, the Township of Teaneck and William Broughton has heretofore entered into an Employment Agreement dated April 13, 2009 (hereinafter referred to as the "Employment Agreement"); and

WHEREAS, the Council authorized an increase in the base salary for the Township Manager of 2% per annum for the years 2014-2016;

NOW, THEREFORE, for an in consideration of the mutual covenants hereinafter set forth, and the mutual benefits to be derived by the performance thereof, the Township Council (hereinafter referred to as "the appointing authority") and the employee agree as follows:

1. Paragraph SECOND of the Employment Agreement is hereby amended to read as follows:

SECOND: Compensation. The employee shall be paid an annual salary payable in the same manner all municipal salaries are paid, effective retroactively to the dates indicated, as follows:

Effective January 1, 2014 to December 31, 2014 - a 2% increase over the \$170,158.00 base salary to \$173,561.16 per annum

Effective January 1, 2015 to December 31, 2015 - a 2% increase over the \$173,561.16 base salary to \$177,032.38 per annum

Effective January 1, 2016 - a 2% increase over the \$177,032.38 base salary to \$180,573.03 per annum

IN WITNESS WHEREOF, the Township has caused this agreement to be signed by the Mayor and attested by the Acting Township Clerk, and the Township seal affixed thereto, and the employee has hereunto set his/her hand and seal, or caused this agreement to be signed by its corporate officers thereunto duly authorized and caused its proper corporate seal to be hereto affixed, the day and year first above written.

TOWNSHIP OF TEANECK

By: _____, Mayor

Attest:

Issa Abbasi, Acting Township Clerk

EMPLOYEE

William Broughton

TOWNSHIP OF TEANECK
BERGEN COUNTY, NJ

165-2017

**AUTHORIZE EXECUTION OF AN AMENDED EMPLOYMENT
CONTRACT WITH THE MUNICIPAL MANAGER AND
ESTABLISHING THE SALARY FOR SUCH POSITION FOR THE YEAR
2017**

WHEREAS, pursuant to Resolution 114-09, Township Council has heretofore appointed William Broughton as the Municipal Manager of the Township of Teaneck effective May 18, 2009, and had authorized the execution of an employment contract between the Township of Teaneck and William Broughton; and

WHEREAS, the Township Council has undertaken a favorable review and evaluation of the performance of William Broughton as Municipal Manager; and

WHEREAS, the Township Council wishes to amend the employment contract with William Broughton so as to provide a 2.0% annual increase in salary for the calendar year 2017;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Teaneck, Bergen County, New Jersey, that the salary for William Broughton as Township Manager of the Township of Teaneck shall be as follows, retroactive as of the date indicated:

Effective January 1, 2017 - \$184,184.49 per annum; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute and the Township Clerk to attest on behalf of the Township of Teaneck an amendment to the Employment Agreement between the Township of Teaneck and William Broughton respecting the terms and conditions of employment for the Municipal Manager to carry out the foregoing, a copy of which Agreement is on file in the office of the Township Clerk and is available for public inspection.

AMENDMENT TO EMPLOYMENT AGREEMENT

TOWNSHIP MANAGER

THIS AMENDMENT TO EMPLOYMENT AGREEMENT, made this _____ day of _____, 2017, by and between **THE TOWNSHIP OF TEANECK**, a municipal corporation of the State of New Jersey, with its administrative office at the Paul A. Volcker Municipal Green, 818 Teaneck Road, Teaneck, New Jersey 07666 (hereinafter sometimes referred to as "the Township") and **WILLIAM BROUGHTON**, residing at 75 Westlake Court, Jackson, New Jersey 08527 (hereinafter sometimes referred to as "the Employee");

WITNESSETH:

WHEREAS, pursuant to Resolution 114-09, Township Council has heretofore appointed William Broughton as the Municipal Manager of the Township of Teaneck effective May 18, 2009, and had authorized the execution of an employment contract between the Township of Teaneck and William Broughton; and

WHEREAS, the Township of Teaneck and William Broughton has heretofore entered into an Employment Agreement dated April 13, 2009 (hereinafter referred to as the "Employment Agreement"); and

WHEREAS, the Council authorized an increase in the base salary for the Township Manager of 2% per annum for the year 2017;

NOW, THEREFORE, for an in consideration of the mutual covenants hereinafter set forth, and the mutual benefits to be derived by the performance thereof, the Township Council (hereinafter referred to as "the appointing authority") and the employee agree as follows:

1. Paragraph SECOND of the Employment Agreement is hereby amended to read as follows:

SECOND: Compensation. The employee shall be paid an annual salary payable in the same manner all municipal salaries are paid, effective retroactively to the dates indicated, as follows:

Effective January 1, 2017 - a 2% increase over the
\$180,573.03 base salary to \$184,184.49 per annum

IN WITNESS WHEREOF, the Township has caused this agreement to be signed by the Mayor and attested by the Acting Township Clerk, and the Township seal affixed thereto, and the employee has hereunto set his/her hand and seal, or caused this agreement to be signed by its corporate officers thereunto duly authorized and caused its proper corporate seal to be hereto affixed, the day and year first above written.

TOWNSHIP OF TEANECK

By: _____
Mohammed Hameeduddin, Mayor

Attest:

Issa Abbasi, Township Clerk

EMPLOYEE

William Broughton

SEPARATION AGREEMENT AND RELEASE

This Mutual Separation Agreement and Release (hereinafter "Agreement"), dated September, 2018, is by and between the Township of Teaneck, located at 818 Teaneck Road, Teaneck, New Jersey 07666, (hereinafter the "Township"), and William Broughton (hereinafter the "Employee").

1. Background and Purposes of Agreement.

1.1 Whereas, Employee has been formally employed by the Township in the position of Township Manager since April 13, 2009 and has served in that capacity for the Township for the past nine plus years; and

1.2 Whereas, Employee has served without any additional compensation as the Chief Financial Officer ("CFO") for the Township since September 2017 when the CFO stopped performing such duties for the Township, and such additional duties of Employee were formally recognized by Council in December 2017 but no additional compensation was paid; and

1.3 Whereas, the CFO duties performed by Employee are in addition to his work as the Manager, and have required him to substantially increase his work time and workload; and

1.4 Whereas, Employee's employment with the Township has been pursuant to agreement between the parties starting in 2009 and the "Council-Manager plan" government (N.J.S.A. 40:69A-81 et. seq.), under which the position of Township Manager reports to the full membership of the Council; and

1.5 Whereas, the Township, acting through the members of the Council, and Employee have had substantial discussions concerning the additional duties, operations, compensation and direction of management at the Township and have mutually determined that it is in their collective best interest to enter into this Agreement

under which Employee shall provide irrevocable advance notice of the date and process whereby his employment with the Township will end, where he will continue to be available to work on designated projects thru 2019, and where he will assist in the transition of leadership for the Township thru April 30, 2019; and

1.6 Whereas, the Township and Employee thereby agree to amicably resolve any and all possible issues regarding his employment by way of this mutually agreed upon terms and conditions set forth in this Agreement; and now therefore,

For good and valuable consideration, it is agreed that:

2. **Separation of Employment.**

2.1 Employee and the Township agree that Employee's last day of employment shall be April 30, 2019. Employee's signature on this Agreement constitutes his agreement to this date and to these terms. The parties agree that this separation from employment is not based upon "cause" nor is there any allegation of "cause" for separation. There shall be no claim made by Employee of any breach of contract or other violation by the Township. The parties further agree that there is no admission of liability or wrongdoing by the Employee or by the Township.

2.2 Employee's last official day of work at the Township performing the day-to-day responsibility of Township Manager shall be October 15, 2018. From October 15, 2018 through April 30, 2019, Employee shall be available to assist in the transition and to perform additional services as requested including the project work designated in section 2.5. From October 15, 2018 through April 30, 2019 Employee will, based on his accumulated sick, and personal days, be on terminal leave and paid his normal base salary, with all applicable payroll, pension and insurance benefits deductions pursuant to paragraph 3 (b) of the 2009 employment agreement. As such, there shall be no additional terminal leave payment required as of April 30, 2019. Employee shall be paid

at the normal base salary he received in 2018 with no increases in 2019 less all applicable payroll, pension and insurance benefits deductions thru April 30, 2019.

2.3 On, May 1, 2019, Employee will be paid for any accrued unused vacation time including the vacation time allocation he receives for 2019, with all applicable payroll and pension deductions.

2.4 On May 1, 2019, Employee will be paid a lump sum payment of three months' salary in accordance with Section 3B of the Employment Agreement dated April 13, 2009. The parties acknowledge that the removal terms of that Agreement are not applicable but are used as a basis for quantifying this part of the Employee's negotiated payment.

2.5 On May 1, 2019, Employee will be paid a sum equal to five months salary (predicated on his last annualized salary of \$184,184.40) as a severance payment for: 1) a release of all claims including but not limited to those for Employee's uncompensated work as CFO; and 2) for his agreement to continue working on the following special projects for which Employee agrees to be available to continue to assist the Township from October 15, 2018 through Calendar Year 2019:

- a. Teaneck Road Streetscape (\$3.1 Million);
- b. Votee Park Fieldhouse (\$1.5 Million);
- c. Rodda Center Roof/Façade (\$1.7 Million)
- d. Completion of revision to Sewer Flow Ordinance currently underway.

2.6 Employee also agrees, as additional consideration for the payment of monies under this agreement to, without any further compensation, assist the Township in any matter that involves or touches upon his employment, including but not limited to providing testimony in any litigation against or involving the Township or testifying

before any governmental agency and serving as part of Litigation Control Group where applicable and required by the Township.

2.7 During any time period that Employee provides services, Employee shall continue to be indemnified and defended by the Township for any acts or omissions in the same manner that he was indemnified and defended under the terms set forth in the April 13, 2009 Employment Agreement and any other applicable policy even when he is no longer designated as being employed by the Township. Such indemnification and defense shall continue for any acts or omissions of Employee, even if a claim is made after he is no longer providing services to the Township.

3. **Complete Release.**

3.1 Employee releases and gives up any and all claims and rights that he has or may have against the Township, or any of its officials, officers, representatives or employees, including, but not limited to, any claim of liability, damages or attorneys' fees arising from and out of his employment with the Township and the end of his employment with the Township, his work as Manager and additional duties as CFO, and any other dealings with the Township from the beginning of time until the date of this release. This release includes all claims, including those of which Employee is not aware and those not mentioned in this Agreement. This Agreement and this release apply to all claims resulting from anything that has happened up to now.

3.2 In addition to releasing any and all claims and rights pursuant to Section 3.1 above, Employee also specifically releases the following claims:

3.3 Any and all claims, which were brought or could have been brought or arising:

- i) under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"), which, among other things, prohibits discrimination

in employment on the basis of an individual's race, creed, color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States;

ii) under the Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., which, among other things, prohibits retaliatory action against an employee under certain specified conditions;

iii) under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;

iv) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., or the Civil Rights Act of 1991, as amended, which, among other things, prohibits discrimination in employment on account of a person's race, color, religion, sex or national origin;

v) under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq., ("ADEA"), which, among other things, prohibits discrimination in employment on account of a person's age;

vi) under the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, et seq., ("ADA"), which, among other things, prohibits discrimination in employment on account of a person's disability or handicap;

vii) under the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601, et seq., ("FMLA"), or the New Jersey Family Leave Act, which among other things, entitle certain employees to take reasonable leave for medical reasons, for the birth or adoption of a child,

or for the care of a child, spouse or parent who has a serious health condition;

viii) under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001, et seq., ("ERISA"), which, among other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute;

ix) under the Older Workers Benefit Protection Act, 29 U.S.C. § 621, et seq., ("OWBPA"), which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person's age; and

x) under any federal or state statute, rule or regulation, or common law.

xi) under the contract entered into by the Township and Employee on April 13, 2009 as amended, and any other contractual agreement, express or implied.

This RELEASE of claims does not extend to any claims that as a matter of law are not subject to release, such as workers compensation, and shall not apply to any workplace exposure claims related to lead, asbestos, or any other chemical exposure related to working for the Township.

3.3 The release of claims in this Agreement under the ADEA and OWBPA, is subject to the following conditions being satisfied, and Employee specifically acknowledges the following:

3.3.1 That he has been advised to consult with an attorney of his choosing concerning the legal significance of this Agreement;

3.3.2 That this Agreement is written in a manner that Employee understands;

3.3.3 That the consideration set forth above in Sections 1 & 2 of this Agreement is adequate and sufficient for Employee entering into this Agreement and consists of benefits to which Employee is not otherwise entitled;

3.3.4 That Employee has been offered twenty-one days to consider this Agreement before executing same and that any changes to this Agreement subsequently agreed upon by the parties, whether material or immaterial, do not restart this period for consideration; and

3.3.5 That Employee has been advised that during the seven-day period following his execution of this Agreement, he may revoke his acceptance of this Agreement as to the ADEA or OWBPA release by delivering written notice to the Township Attorney and that this Agreement, shall not become effective or enforceable until after the revocation period has expired.

4. **Who is Bound.**

Employee is bound by this Agreement. Anyone who succeeds to Employee's rights and responsibilities, such as heirs or the executors of Employee's estate, are also bound. The Township and all who succeed to its rights and responsibilities are also bound.

5. **No Disparaging Statements.**

Employee agrees that he will not make any statement(s) that has, have, or can be expected to have the effect of disparaging the Township and/or its officials, officers representatives, agents or employees. The Township, as an entity, will not make or adopt any statement(s) that has, have, or can be expected to have the effect of disparaging Employee, nor will it authorize any of its employees or agents to do so.

The Township will respond to employee verification or references requests by providing the dates of employment, job title, final salary and that Employee resigned.

6. **Fair Representation.**

Employee represents and warrants that his attorney has represented him fully, fairly, and without bias in connection with this matter and this Agreement.

7. **Consultation with an Attorney.**

Employee has consulted with his attorney and any other people he has determined necessary with respect to this Agreement, and reviewed with them all the terms and conditions of this Agreement before signing this Agreement.

8. **Complete Agreement.**

This Agreement contains the entire agreement between the Township and Employee with respect to the subject matter, and supersedes all prior agreements or understandings dealing with the same subject matter. There is no agreement on the part of the Township or Employee to do anything other than as is expressly stated in this Agreement.

9. **Choice of Law.**

This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of New Jersey. Any action to enforce this Agreement must be brought in the Superior Court of New Jersey, Bergen County Vicinage.

10. **Modification.**

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by all parties hereto.

11. **Attestation of Employee.**

Employee represents and warrants that he has carefully read each and every provision of this Agreement, and that he fully understands all of the terms and

conditions contained in each provision of this Agreement. Employee represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure or coercion from any person or entity whatsoever.

12. **Negotiated Agreement; No Construction Against Any Party.**

This Agreement was not drafted by any of the parties, but rather is the result of negotiations among the parties with the benefit of their attorneys. Each party to this Agreement read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against either of the parties as drafter of same.

13. **Non- Confidentiality**

The parties understand that nothing in this Agreement is confidential, and that, if requested, the Township may be obligated to produce this Agreement as a government record under the Open Public Records Act.

14. **Severability.**

Except as set forth below, should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The resignation and release set forth in sections 2.1 and 3 are deemed to be material terms of the Agreement. If Employee materially violates such terms, then the Township may void this Agreement and seek reimbursement of all payments made and benefits provided to Employee pursuant to this Agreement. In the event, the Township believes that the Employee has violated such terms, then notice and a twenty-day opportunity to cure shall be provided before any such action to void is initiated.

15. **Notice.**

Any notice required by this Agreement shall given as follows:

As to the Township, to: Chasan Lamparello Mallon & Cappuzzo, PC, Attn: John L. Shahdanian II, Township Attorney, 300 Lighting Way, Secaucus, NJ 07094.

As to Employee, to: David Beckett, Esq., 5 Mapleton Road, Princeton, NJ 08540.

16. **Formal Approval.**

Neither party shall be bound by this Agreement until it has been formally approved by Resolution of the Township, and has been duly executed by all parties.

17. **Execution in Counterparts.** This Agreement may be signed in separate counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

WITNESS:

Dated:_____

WILLIAM BROUGHTON

WITNESS:

TOWNSHIP OF TEANECK

ISSA ABBASI
TOWNSHIP CLERK

BY:

MOHAMMED HAMEEDUDDIN
MAYOR

Dated:_____

Dated:_____