

CONTRACT FOR EMPLOYMENT

This Contract is made by and between the County of Gloucester, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and Matthew P. Lyons of Washington Township, New Jersey, hereinafter referred to as "**Mr. Lyons**" or "**County Counsel**" or "**employee**".

RECITALS

- A. The County is a political subdivision of the State of New Jersey and the governing body for the County of Gloucester;
- B. The County desires to employ Mr. Lyons as County Counsel;
- C. Mr. Lyons desires to accept employment as County Counsel.

IN CONSIDERATION OF THE MUTUAL PROMISES MADE BY THE PARTIES, COUNTY AND MR. LYONS HEREBY AGREE AS FOLLOWS:

1. **Employment.** The County does hereby employ, engage, and hire Mr. Lyons as County Counsel for the County of Gloucester, and Mr. Lyons does hereby accept and agree to such employment. Consistent with the applicable laws, rules, regulations and authorities, Mr. Lyons shall perform the duties and obligations described in this Contract of Employment.

2. **Duties.** Mr. Lyons shall be responsible for the administration and operation of the County Legal Department and his duties shall include the following:

- 1. Analyzing legal issues affecting County operations and rendering legal opinions to the Director of the Board of Chosen Freeholders and through that office to the Board of Freeholders, the County Administrator and County Department Heads;
- 2. Preparing and/or reviewing resolutions and contracts to be considered for adoption or award by the Board of Chosen Freeholders;
- 3. Serving on working groups, task forces and committees as appropriate to fulfill his duties;
- 4. Participating in the assignment of work, including litigation, special projects and the like to other legal counsel on an as needed basis;

5. Where and when necessary and appropriate to negotiate contracts, leases, agreements and the like;
6. Attend (or on occasion designate Assistant County Counsel to attend, the meetings of the Board of Chosen Freeholders);
7. To perform such other duties as the County and the County Counsel may determine to be necessary to fulfill his obligations as County Counsel.

3. **Term of Employment.** This Contract shall be deemed to commence on January 1, 2014 and continue through December 31, 2016.

4. **Compensation.** Mr. Lyons' compensation shall be paid a salary established by the Board of Chosen Freeholders of the County of Gloucester and modified time to time as employee's salaries are considered. Mr. Lyons shall be entitled to salary increases during the term of the contract in the same manner as other management employees.

5. **Vacation.** Mr. Lyons shall be entitled to annual leave in the amount of four (4) weeks per year for each year of the term of this contract, which vacation shall be taken and/or carried forward consistent with the terms of the County Personnel Policy.

6. **Holidays; Sick Leave; Personal Days; Bereavement Leave and the Like.** Mr. Lyons shall be entitled to these categories of leave in the same fashion as all other full-time employees of the County.

7. **Medical and Prescription Benefits; Insurance Benefits; Pension Benefits; and all other Benefits of Employment.** Mr. Lyons shall be entitled to all such benefits to which other full-time employees of the County are entitled.

8. **Professional Development.** Mr. Lyons is encouraged to actively engage in professional training by attending seminars, conferences, and the like. To the extent available in the department budget, such budgeted funds may be used for the cost of participation in said conferences and seminars.

9. **Civil Service Rules Inapplicable.** The parties acknowledge that this Contract for Employment is not subject to the provisions of the Civil Service System of the State of New Jersey.

10. **Indemnification.** The County shall indemnify Mr. Lyons and hold him harmless with regard to any claim of any kind, including any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, asserted against him in his capacity as County Counsel. Indemnity by the County shall include expenses, costs, disbursements including attorney's fees, judgments, fines and amounts actually and reasonably incurred by him in good faith and in connection with such action, suit or proceeding, and County

shall directly pay the reasonable costs of defense. The indemnification and hold harmless rights provided in this agreement shall continue after the expiration of County Counsel's term in the event that such claim is made in connection with his capacity as County Counsel and shall inure to the benefit of his heirs, executors and administrators.

The County shall maintain during the term of employment a policy of Professional Liability Insurance naming Mr. Lyons as an additional insured (and an appropriate "tail" policy after completion of the term of employment).

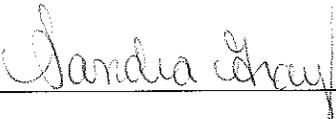
11. Severability. In the event that any federal or state law, regulation, ordinance, or any determination having the force and effect of law conflicts with any provision of this Contract for Employment, then the provisions so affected shall no longer be effective. However, provisions not so affected shall continue in full force and effect. Nothing contained in this section shall be construed to permit the diminishing of the compensation payable to Mr. Lyons pursuant to the terms and provisions of this Contract for Employment.

ATTEST:

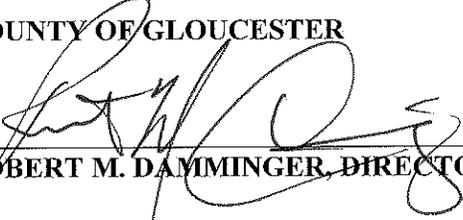


ROBERT N. DILELLA, CLERK

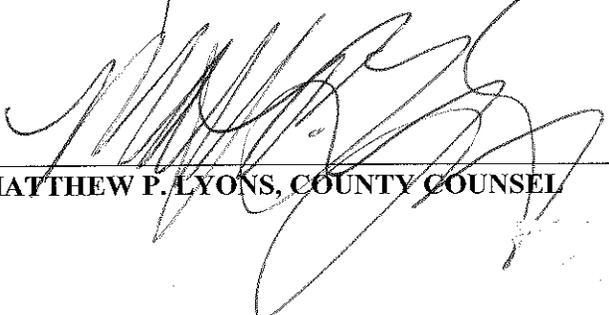
WITNESS



COUNTY OF GLOUCESTER



ROBERT M. DAMMINGER, DIRECTOR



MATTHEW P. LYONS, COUNTY COUNSEL