

**Evesham Township Fire District Number 1
County of Burlington
State of New Jersey**

Resolution Number 2025 - 32

**A RESOLUTION AUTHORIZING THE HIRING OF A DEPUTY
BUSINESS ADMINISTRATOR**

WHEREAS, in the Evesham Township Fire District No.1 there exists a need to hire a Deputy Business Administrator to assist with the day-to-day operation and management of the Fire District's business affairs; and,

WHEREAS, the Board of Fire Commissioners has undertaken public advertisement for, interview and evaluation of applicants for the aforementioned Deputy Business Administrator position; and,

WHEREAS, as a result of the aforementioned selection process, the Board is now considering the appointment of an individual by the Board of Fire Commissioners to the position of Deputy Business Administrator for Evesham Township Fire District No. 1; and,

WHEREAS, sufficient budgetary appropriations now exist and are presently available within the 2025 operating budget to adequately fund the salary and other compensation for the aforementioned position; and,

WHEREAS, it is the desire of the Board of Fire Commissioners to make such appointment.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of the Evesham Township Fire District No. 1 as follows:

1. Brian Devlin be and is hereby hired for the position of Deputy Business Administrator of the Evesham Township Fire District No. 1 at the annual salary of \$80,000.00 along with such other benefits and compensation as may be provided for under the terms and conditions of an employment agreement as attached; and
2. That the aforementioned individual shall commence employment with the Evesham Township Fire District No. 1 assuming his duties on or about the first day of June 2025.

Benjamin Guerrini, President

This is to certify that the foregoing Resolution was duly adopted by the Board of Fire Commissioners of the Evesham Township Fire District No. 1 at a meeting held on the thirteenth day of May 2025.

Secretary of the Board

Roll Call of Vote

| Commissioner | Moved | Seconded | Ayes | Nays | Abstained | Absent |
|--------------|-------|----------|------|------|-----------|--------|
| Albright | ✓ | | ✓ | | | |
| Baugh | | | | ✓ | | |
| Guerrini | | | ✓ | | | |
| McIntyre | | ✓ | ✓ | | | |
| Powers | | | | ✓ | | |

EMPLOYMENT AGREEMENT

between

EVESHAM TOWNSHIP FIRE DISTRICT # 1

and

Brian Devlin

June 1, 2025



Employment Agreement

This Agreement is made as of the 1st day of June 2025, between THE BOARD OF FIRE COMMISSIONERS, EVESHAM TOWNSHIP FIRE DISTRICT NO. 1, (hereinafter the “BOFC”), having a principal address of P.O. Box 276, 984 Tuckerton Road, Marlton, New Jersey 08053, and Brian Devlin (hereinafter the “Deputy Business Administrator”), having an address at 608 Woodthrush Ct., Mount Laurel, New Jersey 08054.

As consideration for the mutual promises set forth below, none of which would be conferred upon the Deputy Business Administrator absent execution of this Agreement, the parties, intending to be legally bound, agree as follows:

Article 1. RECOGNITION

- A. The Board hereby recognizes Brian Devlin as the Deputy Business Administrator.

Article 2. TERM OF EMPLOYMENT/DUTIES OF THE DEPUTY BUSINESS ADMINISTRATOR

- A. The BOFC hereby employs the Deputy Business Administrator, and the Deputy Business Administrator will hereby accept employment by the BOFC commencing as of the 1st day of June 2025 and terminating on the 31st day of December 2026. (hereinafter “Term”).
- B. The Deputy Business Administrator position is classified as an exempt position. The Deputy Business Administrator shall be scheduled to work a minimum of forty (40) hours per week. The Deputy Business Administrator shall devote as much time as is necessary to perform all functions required by the position.
- C. The Deputy Business Administrator shall comply with his obligations set forth in this Agreement, the Deputy Business Administrator job description and with all BOFC policies, now currently in force, or as may from time to time be unilaterally adopted and modified by the BOFC, whether or not reduced to writing.
- D. The Deputy Business Administrator specifically recognizes and acknowledges that this position is one of trust and confidence and that, as a result, he will have access to and may be given specialized education and confidential information of the BOFC.

Article 3. EXTENT OF SERVICE

- A. The Deputy Business Administrator shall devote substantially all of his time, attention, and energies to fulfilling the duties of the Deputy Business Administrator and diligently perform all duties incident to his employment; use his best efforts to promote the interests and goodwill of the District; and perform such other duties as the BOFC and/or Business Administrator from time to time assign him. Further, during the term of employment, the Deputy Business Administrator shall not engage in any activity to the detriment or in

conflict with the District's interests. Outside employment is permitted with prior written consent of the BOFC as long as it does not interfere with duties or create a conflict of interest.

Article 4. CONFIDENTIAL INFORMATION

- A. The Deputy Business Administrator, both during his employment as well as after its termination, shall maintain all confidential information acquired by him during his employment. Except pursuant to applicable law, the Deputy Business Administrator shall not use any such Confidential Information for his own benefit, nor disclose it, nor any part of it, to any other person, firm, corporation or organization not connected with the District, except as authorized in writing by the BOFC.

Article 5. COMPENSATION AND EXPENSE REIMBURSEMENT

- A. For the period of June 1, 2025 through December 31, 2025, the Deputy Business Administrator shall receive an annual salary of \$80,000.00, prorated for the time. Payment of the annual salary shall be made in twenty-six (26) equal installments over the course of the year.
- B. For the period of January 1, 2026 through December 31, 2026, the Deputy Business Administrator shall receive an annual salary of \$82,000. Payment of the annual salary shall be made in twenty-six (26) equal installments over the course of the year.
- C. Training and Education Expenses: While the Deputy Business Administrator is employed by the BOFC pursuant to this Agreement, he may participate in the College Reimbursement Program to complete further advanced college course work related to his duties as Deputy Business Administrator. Such course work must be approved in advance by the Business Administrator. The BOFC shall pay the full expense of tuition and books for this program up to a maximum of \$2,500.00 per year. The Deputy Business Administrator will provide documentation in accordance with the District's existing policies and procedures demonstrating attendance and acceptable grades. Approved reimbursement will be paid at the completion of the class per the following scale
- Grade A – 100% reimbursement
 - Grade B – 90% reimbursement
 - Grade C – 80% reimbursement
 - Grade D/F or withdrawal – 0% reimbursement
 - Certificate programs successful completion – 100% reimbursement
- D. While the Deputy Business Administrator is employed by the BOFC, pursuant to this Agreement, the BOFC shall reimburse the Deputy Business Administrator for the necessary and reasonable expenses in maintaining licenses and certifications necessary to fulfill his duties or be viewed as positive attributes by the BOFC, including but not limited to Certified Municipal Finance Officer, Certified Tax Collector, and Qualified Purchasing

Agent. The Deputy Business Administrator shall assume full responsibility for maintaining such licenses and certification. Fees exceeding \$500 must obtain BOFC approval.

- E. Travel Expense: While the Deputy Business Administrator is employed by the BOFC pursuant to this Agreement, the BOFC shall reimburse him for all other travel/meal expenses in connection with the performance of his duties or those as assigned by the BOFC, upon receipt of a duly executed expense or petty cash voucher or other receipt. Expenses exceeding \$500 must obtain BOFC Approval. While the Deputy Business Administrator is employed by the BOFC pursuant to this Agreement, he shall be reimbursed at the prevailing IRS rate for mileage inside and outside the Township of Evesham for use of his personal vehicle while performing his duties or those assigned by the Board, upon receipt of a duly executed expense or petty cash voucher or other receipt. This reimbursement shall not apply to normal commuting expenses.

Article 6. OVERTIME AND COMPENSATORY TIME

- A. The position of Deputy Business Administrator is an exempt position and not eligible for overtime or compensatory time.

Article 7. VACATION LEAVE

Annual vacation leave with pay shall be earned at the rate as follows:

Years 1-5 – one hundred and twenty (120) hours vacation leave.

Years 6-10 – one hundred and forty-four (144) hours vacation

Years 11-19 – one hundred and sixty (160) hours vacation leave.

Years 20 + – two hundred (200) hours vacation leave.

Any unused vacation time may be carried forward for one year. Any remaining unused vacation time from prior year shall be forfeited. Vacation leave may be carried over in an amount not to exceed the amount earned in one year. The Board may approve additional carry over when appropriate in its sole discretion.

Article 8. HOLIDAY LEAVE

- A. The Deputy Business Administrator shall receive the following holidays off with pay.
- New Year's Day
 - Martin Luther King Jr. Day
 - President's Day
 - Good Friday
 - Easter Monday
 - Memorial Day

- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- General Election Day (floating holiday)
- Veteran's Day
- Thanksgiving Day
- The day following Thanksgiving
- Christmas Day
- The day following Christmas

Article 9. PERSONAL LEAVE

- A. The Deputy Business Administrator shall receive twenty four (24) hours of personal leave annually. Any unused personal time is forfeited annually.

Article 10. BEREAVEMENT LEAVE

- A. The Deputy Business Administrator shall receive the following paid bereavement leave
 - In the event of a death in the Deputy Business Administrator's immediate family, leave with pay shall be granted from the day of death up to and including the day after internment, not to exceed four (4) working days. The immediate family shall mean parents, grandparents, spouse, civil union or domestic partner, children, brother, sister, ward, spouse's parents, spouse's grandparents, brother-in-law, and/or sister-in-law, and spouse's relations as listed above.
 - In the event of a death of any of the Deputy Business Administrator's nieces, nephews, aunts, uncles, or cousins, or the Deputy Business Administrator's spouse's nieces, nephews, aunts, uncles, or cousins, the Deputy Business Administrator shall be granted one (1) day of leave.
 - Proof of death may be required at the BOFC's discretion.

Article 11. SICK LEAVE

- A. The Deputy Business Administrator shall receive one hundred twenty hours (120) of paid sick leave annually, effective January 1st of each year.
- B. Unused sick time may accrue annually until retirement. Upon retirement, see Article 16.
- C. To the extent required by law, the Board shall comply with the Federal and State Family Medical Leave Acts.

Article 12. HEALTH AND WELFARE

- A. The Board agrees to provide health insurance for the Deputy Business Administrator and his spouse and children at the same level as that provided under the terms of the agreement with the Evesham Fire Officer's Association for members of that Association employed by the Fire District. The Deputy Business Administrator shall be required to pay the tier 4 contribution set forth in P.L. 2011, Chapter 78 regardless of its sunset or repeal. In the event the Deputy Business Administrator chooses to obtain private or other health insurance in lieu

of the coverage provided, the Board will, on an annual basis, reimburse the Deputy Business Administrator twenty-five percent (25%) of the cost to the Board or \$5,000.00, whichever is less, had the Deputy Business Administrator elected personal coverage as provided by the Board.

B. Injury Leave:

- Should the Deputy Business Administrator be prevented from performing his duties by reason of a work-related injury and receives worker's compensation payments, the Deputy Business Administrator will not be charged sick leave for such time off.
- Other health, welfare or other benefits may be available to the Deputy Business Administrator as set forth in the District's policies and procedures manual.
- In the event of any conflict between the above summaries of health and welfare benefits and the official plan documents, the official plan documents shall govern. The Board retains the right to modify, enhance and/or change insurance plans.

Article 13. CLOTHING

- A. The Deputy Business Administrator shall wear appropriate business attire for the daily workplace environment.

Article 14. LEGAL DEFENSE

- A. If the Deputy Business Administrator is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties he shall be entitled to reimbursement for legal representation. The Board shall pay a reasonable amount for the services provided that selected counsel submits an itemized statement to the Board reflecting fees and cost prior to rendering such services and that the Board provides expressed authorization for the services. The Board shall not reimburse legal fees for any employee who is found guilty of an indictable offense.

Article 15. JURY DUTY

- A. The Deputy Business Administrator shall be excused from work duty with no loss of pay to participate as a juror.

Article 16. RETIREMENT FROM EMPLOYMENT

- A. Upon retiring or resigning the Deputy Business Administrator shall be compensated one half (1/2) of his accrued sick leave or \$15,000 whichever is less. Payment shall not exceed fifteen thousand (\$15,000) dollars. If employment is terminated due to disciplinary action compensation associated with sick leave accumulated will not be paid.
- B. Upon retirement or termination accrued any unused vacation leave can be returned for payment at the Deputy Business Administrator's current pay rate with a maximum of four hundred (400) hours.

Article 17. DISABILITY AND DEATH

A. Disability

- In the event that the Deputy Business Administrator is unable fully to perform his duties and responsibilities hereunder to the full extent required by the BOFC by reason of illness, injury or incapacity ninety (90) working days within any twelve (12) month period, the Agreement may be terminated by the BOFC. In that event, subject to the specific terms set forth in this Agreement, the BOFC shall have no further liability or obligation to the Deputy Business Administrator.

B. Death

- In the event that the Deputy Business Administrator dies during the term of the Agreement, the BOFC shall pay to his executors, legal representatives or administrators an amount equal to the installment of his annual salary for the month in which he dies, and thereafter the BOFC shall have no further liability or obligation pursuant to the Agreement to his executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through his; provided, however, that the Deputy Business Administrator's estate or designated beneficiaries shall be entitled to receive (i) the payment prescribed for such recipients under any death benefit plan which may be in effect and in which the Deputy Business Administrator participated and (ii) any unpaid accrued benefits owed to the Deputy Business Administrator in accordance with the terms of this Agreement.

Article 18. TERMINATION BY THE BOARD

- A.** The BOFC may, in its sole discretion, terminate the Deputy Business Administrator's employment at any time with 60 days written notice with the majority vote of the Board. In the event that the Deputy Business Administrator's employment is terminated under this paragraph, the Deputy Business Administrator's right to the compensation and benefits provided in this Agreement shall immediately terminate and/or cease to accrue, provided, however, that the Deputy Business Administrator shall receive (i) the unpaid portion, if any, of his annual compensation computed on a pro-rata basis to the date of termination of employment, and (ii) any unpaid accrued benefits owed to the Deputy Business Administrator in accordance with the terms of this Agreement. Such payments shall constitute the full payment to which the Deputy Business Administrator is entitled. The Deputy Business Administrator agrees that he shall not be entitled to any other remedy at law or in equity.

Article 19. TERMINATION BY THE DEPUTY BUSINESS ADMINISTRATOR

- A.** The Deputy Business Administrator may terminate his employment with the BOFC during the term of the Agreement by giving the BOFC thirty (30) days written notice. In such event, the BOFC shall be liable to the Deputy Business Administrator for the pro-rated annual salary compensation and other remaining benefits provided in this Agreement for such 30-day period, and, to the extent not inconsistent with applicable law and/or the terms and conditions of any plan or program, all other remaining benefits shall continue to accrue until

the end of such 30-day period. Such payments shall constitute the payment to which the Deputy Business Administrator is entitled.

Article 20. GENERAL PROVISIONS

- A. Any notices to be given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introduction paragraph of this Agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of one day after mailing.
- B. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of the Deputy Business Administrator by the Board, and this Agreement contains all of the covenants and agreements between the parties with respect to the employment. Nothing within this agreement shall be interpreted or applied so as to reduce, eliminate or otherwise detract from any benefit in existence prior to the effective date.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- D. If any specific provision of this Agreement is deemed unenforceable or illegal, such unenforceability or illegality will not in any way result in the unenforceability or illegality of all remaining provisions of this Agreement.
- E. Any notice required to be given to the provisions of this contract shall be in writing and by certified mail, return receipt requested, and mailed to the parties at the following addresses:

BOARD: Board of Fire Commissioners Evesham Township Fire
District No. 1
P.O. Box 276
984 Tuckerton Road
Marlton, New Jersey 08053

DEPUTY BUSINESS
ADMINISTRATOR: Brian Devlin
608 Woodthrush Ct.
Mount Laurel, New Jersey 08054

Article 21. MODIFICATION

- A. The Board and the Deputy Business Administrator agree that the Agreement may not be modified except by the mutual written consent of the Board and the Deputy Business Administrator. Notwithstanding the foregoing, the Board and the Deputy Business Administrator further agree that if a judicial or quasi-judicial entity declares the

agreement invalid in whole or in part, it may modify the terms of the Agreement to give effect to the Agreement as modified.

Article 22. EXPENSES OF ENFORCEMENT

- A. Each party shall be liable for its own expenses, including, but not limited to, reasonable attorneys' fees, and costs incurred in the enforcement of any of its rights under this Agreement, or in the defense or any claims under this Agreement, whether in litigation or otherwise.

Article 23. VENUE

- A. The Board and the Deputy Business Administrator hereby agree that any lawsuit or proceeding instituted regarding this Agreement, its interpretation, enforcement or validity shall be commenced in the Superior Court of New Jersey, Law Division, Burlington County and the parties hereby consent to the personal jurisdiction over them of said court.

Article 24. TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of June 1, 2025, and shall remain in effect up to and including December 31, 2026. If the BOFC determines not to engage in negotiations for a successor agreement, the Deputy Business Administrator shall be notified no later than 90 days prior to December 31, 2026, of said decision.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Marlton, New Jersey, on the 1st day of June 2025.

**Board of Fire Commissioners
Evesham Fire District No. 1:**

DATED: _____ **BY:** _____
President

DATED: _____ **BY:** _____
Maureen P. Mitchell, Business
Administrator

DATED: _____ **BY:** _____
Brian Devlin