

**EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT
BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF PLAINFIELD
AND
RANDALL WOOD.**

THIS AGREEMENT made this 6 day of **July 2007**, between the **HOUSING AUTHORITY OF THE CITY OF PLAINFIELD**, a public body, corporate in the State of New Jersey hereinafter referred to as the "Employer" whose address is in 510 Front Street and **RANDALL WOOD**, whose address is 1057 Field Avenue, City of Plainfield, County of Union and State of New Jersey, hereinafter referred to as "Employee".

WITNESSETH:

WHEREAS, pursuant to the Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Act"), the Authority is required to employ an Executive Director; and

WHEREAS, The Executive Director, Randall Wood current contract is to expire , and

WHEREAS, Executive Director, Randall Wood is an individual who has demonstrated that he met and exceeded his contractual obligations to merit continued service in that position.

**IN CONSIDERATION AND EXCHANGE OF MUTUAL PROMISES AND
COVENANTS SET FORTH BELOW, THE PARTIES HEREBY AGREE AND WITNESS
AS FOLLOWS:**

SECTION I

DUTIES

The Employee shall perform such duties as specifically provided for by N.J.S.A. 40A:12A-17 and N.J.S.A. 40A:12A-18, as they may be amended and shall perform such other

duties as are customarily performed by individuals serving in this capacity. The employee shall be subjected to an annual performance review as determined by the Commissioners.

SECTION II

TERM

The Employee is hereby employed as Executive Director and Secretary/Treasurer to the Board of Commissioners for a term of four years commencing July 6, 2007 and terminating July 7, 2011.

SECTION III

COMPENSATION AND BENEFITS

As and for compensation for services rendered by the Employee as hereinafter required by the Employer, the Employee shall receive an annual salary of 1. \$115,000; 2. \$118,450; 3. \$122,003; 4. \$125,663. The compensation set forth herein shall be payable to the Employee upon such schedule and in the same manner as Employers directs for other employees of the Authority. The employee shall receive an annual increase of salary of three (3%) percent.

The employee shall receive an annual salary increase of three (3) percent per year. Subject to a performance incentive evaluation the employee may receive an increase. The performance incentive evaluation shall consider the following:

- a) The employee shall exceed a score of 78% for the Public Housing Assistance Sub System (PHAS);
- b) The employee shall exceed a score of 90% for the SEMAP (Sec 8);
- c) The employee shall distribute a survey of services to residence once a year;

- d) The employee shall not exceed the yearly budget by 20%;
- e) The employee shall exercise reasonable efforts to explore and develop income opportunities for the Authority consistent with the Asset Management protocol;
- f) The employee shall meet with Resident Association minimally 75% of the monthly meetings;

In the event of termination hereunder provided or specified the terms of Section VII Termination shall apply.

VACATION TIME

Employee shall receive twenty (22) paid vacation days per year during the terms of this Agreement. Up to five (5) vacation days may be carried over by the Employee into the following years, or paid to him upon the termination date of this Agreement, at the Employee's option.

The aforementioned vacation leave days shall accrue at the beginning of each contract year in anticipation of employment throughout the term of this contract.

In the event this Agreement is terminated prior to the termination date of this contract, Employee shall be paid for all accrued but unused vacation leave.

PERSONAL DAYS

The Employee shall have a maximum of five (5) paid personal days per year for personal use. Personal days cannot be carried over. The Employee shall insure that the Employer's business office has adequate staff coverage on those days that the Employee wishes to use these allotted personal days.

At the termination of this Agreement and the Employee's option, he can elect to either carry these paid personal days forward to the next contract period or be paid for all accrued unused personal time.

SICK LEAVE

The Employee shall be entitled to seventeen (17) sick leave days with pay, during the term of this Agreement.

It is agreed by the parties hereto, that sick leave may be utilized when the Employee is unable to perform his work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the family who is seriously ill.

The Employer may request documentation, such as a letter or note from a doctor, if the Employee is out on sick leave for five (5) days or more, or if the Employee has a documented pattern of sick leave abuse.

At the termination of this Agreement and at the Employee's option, he can elect to either carry those accrued sick days forward to the next contract period or be paid for all accrued but unused sick days.

EXPENSE REIMBURSEMENT

The Authority shall reimburse the Employee for out-of-pocket expenditures reasonably incurred in the performance of his duties in accordance with the Authority's personnel policy.

The Authority may, in its discretion, set a reasonable maximum for such expenses. The Employee shall provide the Authority with adequate documentation to support such reimbursement and upon presentation of such documentation; the Authority shall reimburse the

Employee pursuant to the Authority's processing and payment of bills. The obligation of the Housing Authority to reimburse such expenses are subject to the restrictions promulgated by the Department of Housing and Urban Development.

HEALTH AND PENSION BENEFITS

The Employee shall be entitled to such health and life insurance benefits for himself and his dependents that are in effect to all other employees of the Housing Authority, on the date of the signing of this contract. The quality and quantity of said benefits are subject to any changes the Authority may, in its discretion choose to implement in the future, the Employee shall be entitled to participate in any pension/retirement plan maintained by the Authority in accordance with the applicable procedure and guidelines as established by the authority.

SECTION IV

DUTIES

During the term of this Agreement, the Employee shall devote his best efforts and time to the advancement of the interest of the Housing Authority of the City of Plainfield and public housing and shall perform his duties to the best of his ability. The Employee shall perform such services and works as may be required of him by the Employer under and subject to the instruction and direction and control of the Board of Commissioners of the Housing Authority of the City of Plainfield including, but not limited to, as follows:

1. Working with the Commissioners to develop policies for the Authority in conjunction with the United State Department of Housing and Urban Development regulations.

2. Creating necessary administrative procedures to execute the policies of the Board of Commissioners.
3. Administering the day to day business operations of the Authority including the responsibility for the safeguarding of the physical and financial assets of the Housing Authority of the City of Plainfield.
4. Overseeing the preparation and submission of all required reports, audits, applications, statements, etc.
5. Working, communicating, and coordinating Authority operations with governmental bodies including the Mayor's Office, City Council, County and State officials.
6. Providing representation for the PHA to various community organizations, groups and agencies.
7. Investigation and pursuing of avenues of granting and funding for Authority activities and programs.
8. Attending seminars, programs, in-services, meetings, conferences, etc. with the purpose of keeping of the PHA abreast regarding the landscape of the housing issues at the local, state and national levels.
9. Assuring that the Employer's business office(s) and field offices have adequate staffing at all times during normal business hours.
10. Assuring that all policies, practices, and procedures are in the best interest of residents.
11. Perform annual Staff Employee evaluations including job descriptions. Perform annual Managerial Employee evaluations including job descriptions. Provide to the PHA Board of Commissioners a list of all employees including each annual evaluation annually.

The Employer acknowledges that from time to time Mr. Wood may be sought to provide consultant services to a third party. The Employer agrees to allow Mr. Wood to provide consultancy services during the term of this contract, provide the business does not interfere with

the covenants of the Agreement. Further, in pursuing such consultancy services the Employee agrees that the shall not provide the same to any vendors, employees, or agents of the Employer.

SECTION V

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

In the event that the Employee acting in his capacity as Executive Director/Secretary or on behalf of the Authority in any manner or form, or in the event any claim or action is made or is taken against him in the aforementioned capacities, other than those specifically excluding final termination as stated herein, or excluding instances of fraud, misconduct or malfeasance, as these terms are defined under the applicable laws and regulations of the State of New Jersey, the Employer shall provide the Employee with assistance or representation of counsel of his choosing in his sole discretion, at rates comparable to those for similar services in community, and Employer shall bear those costs. In all such instances, the Authority will defend, indemnify and hold harmless said Employee on an ongoing basis for the length of this Contract or the term of the action or claim whichever is longer in time. The parties specifically intend that the cost of any of the foregoing will be paid directly to the provider of such services on an ongoing basis within a reasonable time period.

SECTION VI

TERMINATION

In recognition of Employee service as Acting Executive Director, it is expressly provided that absent an agreement by the parties jointly to either continue employee's status as Acting Executive Director or to name as Executive Director, employee reserves all rights and privileges

afforded him as Executive Assistant.

SECTION VII

CONFLICTS OF INTEREST

Employee agrees that he shall, at all times, devote his full time, effort and skill to faithfully, industriously and to the best of his ability, experience, qualification and talent perform all of the duties required of and from him pursuant to the terms of this Agreement, and that he has and shall continue to fulfill all of the qualifications that may be required of an Executive Director, pursuant to federal, state and local law. Employee further agrees that, in addition to complying with any and all applicable federal, state and local laws, he will not acquire any interest in any project of the Authority, nor shall he have any interest in any contract or proposed including or planned to be including in any housing project of the Authority. If the Executive Director owns or controls an interest in any property including or planned to be included in any housing project of the Authority, he shall immediately disclose the same in writing to the Authority, and shall not participate in any action by the Authority affecting the property with respect to which such disclosure is required.

SECTION VIII

NOTICES

Any notices to be given under the Agreement by either party to the other may be effected by mail, registered or certified, postage prepaid with return receipt requested, Mail notice shall be addressed to the parties at the addresses appearing in the introductory paragraph of this

Agreement, but each party may adopt a new address by written notice in accordance with this paragraph, Mailed notices shall be deemed communicated as of three (3) days after mailing.

SECTION IX

ENTIRE AGREEMENT

This Agreement shall insure to the benefit of and shall be binding upon the Employer, its successors and the assigns. This Agreement supersedes any and all other Agreements either oral or in writing, between the parties with respect to the employment of the Employee or Employer, and this Agreement contains all of the covenants and agreements between the parties with respect to the employment. The parties agree that should any particular provisions of this Agreement be declared null and void by the Court of appropriate jurisdiction, that Section of the Contract will be stricken and the rest of the contract will remain in full force and effect. This Agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements or written between the parties. The parties acknowledge and agree that neither of them has made any representation including the execution and deliver hereof, acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement of any representations including the execution and deliver hereof, except as such representations are specifically set forth herein, and each of the parties hereto acknowledges that he or it has relied upon his or its own judgment in entering into the same. The parties hereto further acknowledge that any statements or representations that may have heretofore further been made by either of them to the other are void and of no

effect and that neither of them has relied thereon in connection with his or its dealings with the other. It is further agreed that no waiver or modification of the Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceedings of litigation between the parties hereto arising out of or effecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

SECTION X

LAW GOVERNING AGREEMENT

This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. The parties hereto agree that it is their intention and covenant that this Agreement and performance hereunder and all suits and special proceedings hereunder shall be constructed in accordance with, under and pursuant to the laws of the State of New Jersey shall be applicable and shall govern to the exclusion of the law of any other forum, with out regard to the jurisdiction in which any action or special proceedings may be instituted.

SECTION XI

NOTICES

Any notice required or desired to be given under this Agreement shall be given and sent by Certified Mail, Return Receipt Requested to:

Employee: Randall Wood
1057 Field Avenue, Plainfield, NJ 07060

Employer: Housing Authority of the City of Plainfield
510 East Front Street, Plainfield, NJ 07060

A copy of the adopted contract between the parties hereto shall be submitted to the New Jersey Department of Community Affairs and filed with the Municipal Clerk of the City of Plainfield, as to creating entity under the laws of the State of New Jersey.

SAVING CLAUSE

Should any valid federal or state law or final determination of any court or administrative agency affect any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination, and otherwise, this Agreement shall continue in full force and effect.

WITNESS:



WITNESS:

