

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is hereby entered on this day of December 5, 2024 by and between:

HOUSING AUTHORITY OF THE CITY OF NEW BRUNSWICK, a public entity organized and existing under the laws of the State of New Jersey and having offices at 7 Van Dyke Avenue, New Brunswick, New Jersey 08901 (hereinafter referred to as "Authority"); and

DANIEL TOTO, currently residing at [REDACTED] (hereinafter referred to as "Employee").

BACKGROUND

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

WHEREAS, pursuant to the Act at N.J.S.A. 40A:12A-18(a), the Authority may enter into a contract to employ an Executive Director; and

WHEREAS, in accordance with the Act at N.J.S.A. 40A:12A-18(b), the position of Executive Director requires specialized training and experience, continuing education and certification from the State of New Jersey, and thus involves a considerable investment of time and effort on behalf of individuals qualified to hold such position; and

WHEREAS, the Authority desires to enter into a contract with Employee, in an effort to secure the continued services of a qualified individual to hold the position of Executive Director; and

WHEREAS, Employee desires to continue to serve as the Authority's Executive Director pursuant to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

SECTION 1: EMPLOYMENT

The Authority hereby agrees to employ the Employee as its Executive Director, and the Employee hereby accepts such employment, subject to the terms and conditions of this Agreement, for a term of one (1) year commencing on January 1, 2025 and ending on December 31, 2025. The Employee and the Authority shall have the option to renew the Agreement for up to three (3) successive one-year terms through December 2028. An option shall be exercised in

the form of a resolution of the Authority's Board of Commissioners. During Employee's service as Executive Director, he shall also serve as the Authority's Secretary. This Agreement shall continue in full force and effect for the term of the Agreement unless terminated by either party as provided in this Agreement.

SECTION 2: DUTIES OF EMPLOYEE

As Executive Director, Employee shall perform, for a minimum of thirty-five (35) hours per week, the duties set forth in N.J.S.A. 40A:12A-17 and 40A:12A-18, as they may be amended. Further, said duties shall not be limited to such statutory provisions, but shall also include such other duties as are customarily and regularly performed by one holding the position of Executive Director of a public housing authority, and any additional duties which may from time to time be prescribed by the Authority. The parties recognize that Employee's duties are not limited to the aforementioned minimum weekly hours; rather, Employee's hours are unlimited as to the varying demands of the job.

SECTION 3: COMPENSATION

As compensation for all services rendered by Employee under this Agreement, the Authority agrees to pay Employee an annual salary of \$191,900.00. Employee's salary shall automatically increase to match any subsequent increase to the HUD salary cap upon the effective date of same. The compensation set forth herein shall be payable to the Employee upon such schedule and in the same manner as directed for other employees of the Authority.

SECTION 4: BENEFITS

As further consideration for the services provided herein, the Authority agrees to provide the following benefits to Employee:

A. Medical Benefits

Employee is eligible for all Authority medical, dental, and other employee benefits plans in accordance with the procedures outlined in the Authority's Personnel Policy. The Employee shall refer to said plan(s) for additional information with respect to coverage and handling of claims. The Authority expressly denies and does not assume any responsibility for expenses not covered under said plan(s). In the event of separation from employment, in accordance with Section 5, Employee shall be entitled to continuation of said benefits as provided in the Personnel Policy.

B. Expense Reimbursement

The Authority agrees to reimburse Employee for out-of-pocket expenditures reasonably incurred by the Employee in connection with the performance of the Employee's job duties

under this Agreement. The Authority also agrees to reimburse Employee for all reasonable expenses for courses, examinations, registrations, and related travel expenses incurred by the Employee to maintain his qualifications, or, at the discretion of the Authority, to improve his abilities to effectively manage the Authority. 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 Authority shall reimburse Employee for travel expenses in accordance with the current standard mileage rates of the Internal Revenue Service.

C. Public Official Liability Insurance

The Authority agrees to include the Employee as a covered employee on all of the Authority's Policies of Insurance to include all actions resulting in liability for Employee's discharge of his Executive Director duties as defined above in Section 2, taken on behalf of the Authority during his period of service as Executive Director which results in personal liability to any party. This coverage shall extend to all actions of Employee both falling under the New Jersey Tort Claims Act and those not inconsistent with such Act. Such coverage shall provide for full legal defense of the Employee.

D. Sick Leave

Employee shall be entitled to paid sick leave in accordance with the Authority's Personnel Policy. Sick leave may be used for any reason permitted by the Authority's Personnel Policy. Compensation for unused sick leave will be handled in accordance with State Law, including but not limited to N.J.S.A. 34:11D-3. The Personnel Policy shall otherwise govern sick leave.

E. Vacation Time

Employee shall be entitled to vacation time in accordance with the Authority's Personnel Policy. Unused vacation time shall be governed by the Authority's Personnel Policy and any applicable State Law.

F. Personal Time

Employee shall be entitled to personal days in accordance with the Authority's Personnel Policy, and any unused personal time shall be forfeited at the end of each calendar year. Employee is not entitled to compensation for unused personal time.

G. Holidays and Other Leave and Benefits

Employee shall be paid for the holidays observed by the Authority, subject to the procedures set forth in the Authority's Personnel Policy. Employee shall also be entitled to other leave, such as bereavement, and other benefits as set forth in the Authority's Personnel Policy.

H. Use of Sick Time, Vacation Time, Personal Time and Other Leave

Employee shall report in writing to the Chairperson of the Authority, any time off taken by Employee Pursuant Section 4 (E), (F), or (G) of this Agreement, that is greater than five (5) days.

I. Pension

Employee shall be entitled to participate in the pension plan maintained by the Authority in accordance with the applicable procedures and guidelines as established by the Authority and the State of New Jersey.

SECTION 5: TERMINATION

This Agreement shall terminate as specified in Section 1. This Agreement shall also be terminable:

1. By the Employee in the event of a breach by the Authority of the terms hereof. If the Authority breaches this Agreement, the Authority shall be responsible for the payment of Employee's current salary, pursuant to Section 3, and all benefits, pursuant to Section 4, for a period of 120 days after termination.
2. For cause termination by the Authority, upon 120 days' notice, in accordance with N.J.S.A. 40A:12A-18 and/or the Personnel Policy. For cause termination shall include, but is not limited to, any of the grounds for disciplinary action identified in the Personnel Policy and/or any of the following grounds:
 - (a) Incompetence.
 - (b) Inefficiency or failure to perform duties on account of gross negligence.
 - (c) Misuse of public property.
 - (d) Professional misconduct.
 - (e) Willful disobedience of Employer's rules and regulations.
 - (f) Falsifying public records.
 - (g) Engaging in insubordination.
 - (h) Engaging in conduct unbecoming a public employee.
 - (i) Cessation of the Authority.
 - (j) Other sufficient cause.

- (1) In the event the Authority seeks to terminate the Employee for cause, the Authority shall first serve the Employee with a written complaint setting forth the charge(s) with a notice of a designated hearing to be held before the Authority's Board of Commissioners, not less than ten (10) nor more than thirty (30) days from the date of service of the

complaint. During such time, the Employee shall continue to receive his salary and all benefits.

- (2) Employee shall have the right to present any and all testimony and/or written evidence at such hearing on his behalf and shall have the right to obtain counsel. The Authority's Board shall, in good faith and fairness, review all evidence presented and may determine to terminate Employee upon a showing of clear and convincing evidence of one of the above criteria.
 - (3) If the Authority terminates Employee for cause as a result of said hearing, Employee shall be entitled to no further compensation and/or benefits beyond the statutory 120-day requirement.
3. For convenience termination by the Authority. If the Authority terminates Employee for convenience (i.e. without cause), the Authority shall be responsible for the payment of Employee's current salary, pursuant to Section 3, and all benefits, pursuant to Section 4, for a period of 120 days after termination.
 4. By Employee's resignation with 120 days' notice.
 5. Upon Employee's retirement with 120 days' notice.
 6. Upon Employee's death, which shall terminate this contract of employment.

SECTION 6: CONFLICTS OF INTEREST

Employee agrees that he shall, at all times, devote his effort and skill to faithfully, industriously and to the best of his ability, experience, qualifications 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 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 housing project of the Authority or in any property included or planned to be included in any project of the Authority, nor shall he have any interest in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project of the Authority. If the Executive Director owns or controls an interest in any property included 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 7: CONTRACT TERMS TO BE EXCLUSIVE

This Employment Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other contracts or agreements between the parties. In the case of any conflict between the terms of any former Agreements and this Employment Agreement, the terms of this Employment Agreement shall control. The parties acknowledge and agree that neither the Authority nor the Employee have made any representations with respect to the subject matter of this Agreement or any representations, including execution and delivery hereof, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that they have relied upon their own judgment in entering into the same. The parties hereto further acknowledge that any statements or representations that may have heretofore 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 their dealing with the other.

SECTION 8: WAIVER, MODIFICATION MUST BE IN WRITING

It is further agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or 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 9: CONTRACT GOVERNED BY NEW JERSEY LAW

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 construed in accordance with, under, and pursuant to the laws of the State of New Jersey, and that in any action, special proceeding, or other proceeding that any be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New Jersey shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

SECTION 10: NEGOTIATED AGREEMENT

The terms of this Agreement have been freely negotiated between the parties. Both parties have had the opportunity to consult with legal counsel prior to the execution of this Agreement. The fact that only one party or his attorney proposed or drafted this Agreement, or any term hereof, shall not constitute a basis for the construction of the Agreement or any provision hereof against the party who proposed or drafted the Agreement or the provision in question.

The parties acknowledge and agree that the covenant of good faith and fair dealing shall apply to this Agreement.

SECTION 11: NOTICES

Any notice required or desired to be given under this Agreement shall be given and sent certified mail, return receipt requested, to the party's address, as identified herein.

SECTION 12: SAVINGS CLAUSE

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first written above.

ATTEST:

**HOUSING AUTHORITY OF THE
CITY OF NEW BRUNSWICK**

By: _____
Zachary Wright
Chairman, Board of Commissioners

WITNESS:

EMPLOYEE

By: _____
Daniel Toto