

**EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE CITY
OF PERTH AMBOY AND DOUGLAS G. DZEMA**

THIS AGREEMENT made this 17th day of November 2023 between the Housing Authority of the City of Perth Amboy, a public body, corporate in the State of New Jersey (hereinafter referred to as the "Employer"), whose address is 881 Amboy Avenue, Perth Amboy, New Jersey and Douglas G. Dzema_ (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 who shall also serve as Secretary; and

WHEREAS, in accordance with the Act, the position of the Executive Director requires specialized training and experience, continuing education and certification, and thus involves a considerable investment of time and effort on behalf of individuals qualified to hold such position; and

WHEREAS, Douglas G. Dzema is an individual who has demonstrated he meets the education and experience qualifications of N.J.S.A. 40A: 12A-i8.B(l); and

WHEREAS, Douglas G. Dzema is an individual who has served in excess five (5) years as an Executive Director of the Housing Authority; and

WHEREAS, Douglas G. Dzema has provided evidence of attaining a degree from Rutgers University in Public Administration, an accredited five (5) year university, holding a Public Housing Manager (PHM) Certification, and has been certified by the Department of Community Affairs as an Executive; and

WHEREAS, the parties' hereto acknowledge and agree that Douglas G. Dzema meets all the requirements necessary to enter into the specific contract for employment of an Executive Director as required under N.J.S.A. 40A:12A-18 et. seq.; and

WHEREAS, in recognition of the foregoing, the Authority has negotiated and desires to enter into a

contract with Douglas G. Dzema, in an effort to secure the services of such qualified individual to hold the position of Executive Director; and

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

WHEREAS, Douglas G. Dzema has declared his desire to serve as the Authority's Executive Director pursuant to the terms and conditions set forth herein.

WHEREAS, the Authority has requested that Douglas G. Dzema also serve as Executive Director for the Housing Authority of the Borough of Kearsburg and the Housing Authority of the Borough of Highlands and the Borough of Sayreville and the Executive Director has declared his desire to serve those Authority's for the compensation provided for the said duties and responsibilities.

In consideration and exchange of mutual promises and covenants set forth below, the parties hereby agree and witness as follows:

It is hereby acknowledged that the Housing Authority of the City of Perth Amboy is a public body incorporated under the laws of the State of New Jersey and is engaged in the operation of maintaining public housing in the City of Perth Amboy and Section 8 vouchers and governed by the laws of the State of New Jersey and is engaged in the operation of maintaining public housing in the City of Perth Amboy and governed by the laws of the State of New Jersey and the laws of the United States including but not limited to the regulations of the Department of Housing and Urban Development. Further, it is understood that the Employee will be engaged in the operation and management of public housing and Section 8 Housing and will be deemed a public servant and employee governed by the laws in the State of New Jersey and the United States of America.

The Employee, Douglas G. Dzema, is and has been the Executive Director/Secretary- Treasurer of the employer and both parties are mutually desirous of continuing employment upon the terms and conditions hereinafter set forth.

SECTION I

The Employer hereby employs, engages and hires the Employee Douglas G. Dzema as the Executive Director/Secretary- Treasurer of the Housing Authority of the City of Perth Amboy and the Employee hereby accepts and agrees to such hiring engagement and employment. The Employee shall perform such duties as specifically set forth hereunder for the position of Executive Director in Section IV hereof as specified in N.J.S.A. 40A:12A-17 and 40A:12A-18 as they may be amended and shall perform such other duties as are customarily performed by one handling such position and other same and similar authorities and as directed by the Resolution of the Housing Authority and the regulations of the Department of Housing and Urban Development and the applicable laws of the State of New Jersey.

SECTION II

The Employee is hereby employed as Executive Director/Secretary-Treasurer for a term commencing on January 1, 2024 to December 31, 2029, subject to an early termination of this Agreement as hereinafter provided and specified.

SECTION III COMPENSATION AND BENEFITS

For services rendered by the Employee, as hereinafter required by the Employer, the Employee shall have an annual initial base salary of \$237,102.00 from the Perth Amboy Housing Authority for the first year of the Agreement commencing on January 1, 2024. The Employee shall be entitled to such additional salary increase as the Board may award in its discretion. Employee's salary shall be reviewed at least annually by the Authority. The Authority may make such appropriate adjustments in such salary based upon increases in the cost of living, the Employee's Performance Evaluation, salaries for comparable positions and such other factors as the Authority may deem relevant in its discretion. Under no circumstances shall the Executive Director's salary, as annually adjusted, be less than his prior year's salary. In addition, the Employee shall be entitled to such increases that the Authority grants to the majority of its other employees on a periodic

basis as a routine or as a cost of living commonly or heretofore referred as "across the board raises." Annual compensation to be paid on the regular intervals, i.e., pay periods by the Authority in equal amounts with the amount due and owing the Employee accruing on a daily basis.

The compensation set forth herein shall be payable to the Employee upon such schedule and in the same manner as Employer directs for other employees of the Authority. The Employee shall have use of an Authority passenger vehicle not older than five (5) years of age, in good working order and condition and comparable to existing vehicle at time of signing which he may use for his transportation and sole discretion and garage at his home. In the event of termination hereunder provided or specified the terms of Section II Termination shall apply.

Vacation. The Employee shall be entitled to five (5) weeks vacation a year equivalent pay. The Employee shall be paid for unused vacation time not to exceed two (2) paid weeks annually. In the event the Employee does not use any vacation time any accrual of time shall be governed by the Authority's Personnel Policy.

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.

Education Reimbursement. In accordance with personnel policy, the Employee shall be reimbursed for all reasonable expenses for courses, examination, registration costs and related travel expenses incurred by the Employee to maintain qualification as an Executive Director or as determined by and in the discretion of the Authority, to improving 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.

Health and Pension Benefits. The Employee shall be entitled to such health, dental and life insurance benefits for himself and his dependents that are in effect on the date of the signing of this Contract regardless of any changes of employee health benefits package occurring thereafter. Benefits not expressly set forth herein and not directly conflicted by the terms hereof shall be the same as those set forth in the Personnel Policy of the Housing Authority on the date of signing this Contract and inure to the benefit of the Employee.

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

Other Benefits and Compensation. Employee shall be entitled to all other benefits not specifically contained in this Agreement as outlined in the Personnel Policy of the Authority. In addition in order to induce employee to fulfill additional duties and contract with Keansburg, Highlands and Sayreville Housing Authorities for Executive Director Services the Employer shall pay Employee an additional stipend of \$19,373.00 annually (plus annual increases) for Keansburg and an additional stipend of \$14,903.00 annually (plus annual increases) for Highlands and an additional stipend of \$15,654.00 annually (plus annual increases) for Sayreville for as long as said contracts are in place and employee serves in the role of Executive Director for that Authority under the contract. In the event that any applicable laws shall limit the Executive Director compensation or salary for the same and the Authority is unable to restructure or pay the same the Executive Director may withdraw from said duties in his sole discretion without any cause or ramifications, or impact to his continued employment or employment Contract. The Authority shall secure and provide a disability insurance policy for the Employee covering his annual compensation in the event of disability lasting in excess of 60 days.

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 Perth Amboy and Public Housing and shall perform his duties to the best of his ability and shall be at the place of business of the Employer each business day during the hours the Employer reasonably requires and shall perform such work as may be required by him by the Employer under the subject to the instruction, direction and control of the Board of Commissioners of the Housing Authority of the City of Perth Amboy including, but not limited to as follows:

1. Works with the Commissioners to develop policies for the Authority in conjunction with the Department of Housing and Urban Development.
2. Administers the Authority and safeguards the physical and financial assets of the Housing Authority of the City of Perth Amboy.
3. Employee has the responsibility for the preparation and submission of required reports.
4. Employee coordinates the Authority's operations and related, City, Council and State Departments.
5. Acts as a representative for the Authority to a variety of community organizations.
6. Devise necessary administrative procedures to execute the policies of the Board of commissioners.
7. Investigate and pursue avenues of funding for the Authority's activities and programs.
8. To ensure that all employees have the opportunity to participate in reaching the goals of the Board of Commissioners.
9. The Employee is hereby authorized and directed to participate and attend meetings on behalf of the Authority at HARRG, NAIIRO, NJAIIRA, PHADA, NJNAHRO, MARC/NAHRO Association and Organization and such other meetings as the Authority may from time to time direct the Employee.
10. To recommend measures calculated to increase efficiency and to promote the interest and welfare of employees.
11. To promote and protect the interest and welfare of the residents of the Authority.

SECTION V PERFORMANCE EVALUATION

The Authority shall review the Employee's performance at least annually in relation to the duties set forth herein, the complexity of the position particularly in regard to new task or programs charged to the

Executive Director, and with regard to such goals and objectives as the Authority and Employee may agree upon from time to time. The evaluation shall be based upon established written criteria and shall be completed at least three (3) months prior to the anniversary of this Agreement. The evaluation shall be presented to the Employee in writing and the Authority or a designated committee thereof, shall meet with the Employee to discuss the evaluation. The Authority and the Executive Director shall comply with the provisions of N.J.S.A 40A: 12A-46 or 47.

SECTION VI
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 is sued in any manner or form of any claim or action is made or taken against him in said capacities, other than specifically excluding final termination as stated in Paragraph VI hereof, misconduct or malfeasance, the Employer/Authority shall provide the Employee with the assistance or representation of counsel of his choosing in his sole discretion at rates comparable to those for similar services in community. In all such instances, the Employer/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 on an ongoing basis with the reasonable time period.

SECTION VII
TERMINATION

In the event the Employee violates any provisions of this Agreement or performs any act unlawful or maliciously incurs liability to the Employer, this Contract shall at once cease and terminate and the Employer shall be under no obligation to the Employee except to pay him for such services as he may have performed up to the date of the termination of this Agreement as herein provided together with severance pay as described herein. In addition to the foregoing, the Employee may be removed for good cause as may be shown. In any

event, the Employee shall be entitled to a termination hearing by the Board of Commissioners or such subcommittee as the Board shall direct. This Agreement shall terminate as specified in Section II. This Agreement shall also be terminable:

- a) by the Employee in the event of a breach by the Authority of the terms hereof;
- b) by the Authority, upon 120 days notice, in accordance with N.J.S.A. 40A: 12A-18, subject to the following:

In recognitions of the fact that Employee has invested considerable time and effort in achieving qualification as an Executive Director and the Employee will be required to invest additional time and effort to maintain such qualification during the course of employment with the Authority, and in further recognition that the Employee would not be induced to sign this Agreement without same assurance of stability and length of term in employment, the Authority agrees that if the Employee is removed, without cause, from his position of Executive Director pursuant to N.J.S.A. 40A: 12-18, the Authority shall pay the Employee, as liquidated damages for such termination of this Agreement, the lesser of: (i) Employee's salary for 30 months following notice of termination or (ii) the contract compensation for the then remaining term of this Agreement. This paragraph shall not be effective if Employee is terminated for cause.

- c) by the Authority, for cause, including but not limited to incompetency, inefficiency or failure to perform duties, inability to perform duties, neglect of duty, chronic excessive absenteeism or lateness, incapacity, misconduct, insubordination, disobedience of Employer's rules and regulations or conviction of a crime. Employee shall be served with a written complaint setting forth the charge or charges with a notice of a designated hearing to be held in accordance with the American Arbitration Association rules not less than ten (10) nor more than 30 days from the date of services of the complaint. If Employee is terminated for cause as a result of said hearing, he shall be entitled to compensate pro rate to 120 days following termination, in accordance with N.J.S.A. 40A-12A-18 but shall not be entitled to any additional compensation or liquidated

damages as provided paragraph (b) of this Section.

Upon the termination of the Employee, the Employee shall be entitled to be paid for services he may have performed up to the date to termination together with severance pay heretofore described and agreed to hereunder.

In the event, that or any reason whatsoever the corporation, the Housing Authority of the City of Perth Amboy which is under the Employer shall be dissolved with any matter provided by laws of the State of New Jersey and the United States of America, this Agreement shall at once cease and terminate and the Employer shall be liable to the Employee only for such compensation as said Employee may be entitled to receive at the time of dissolution together with any applicable severance pay as agreed to hereunder.

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, 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 for 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 BY MAIL**

Any notices to be given under this Agreement by either party to the other may be effected either by

personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mail notices 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. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) days after mailing.

SECTION IX **ENTIRE AGREEMENT**

This Agreement shall and/or 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 and the Employer, and this Agreement contains all of the covenants and agreement between the parties with respect to the employment. The parties agree that should any particular provision 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 that sole and entire Agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement of any representations inducing the execution and delivery 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 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 dealing 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

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 X **LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and construed 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 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 may 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 forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

SECTION XI **REQUIRED OR DESIRED NOTICES**

Any notice required or desired to be given under this Agreement shall be given and sent by Certified Mail, Return Receipt Requested to, in the case of the Employee, his residence at 18 Winding Woods Way, Manalapan, New Jersey; and in the case of the Employer, to the Housing Authority of the City of Perth Amboy, 881 Amboy Avenue, Perth Amboy, New Jersey. A copy of the adopted contract between the parties hereto shall be submitted to the Department of Community Affairs and filed with the Clerk of the Municipal Court of the City of Perth Amboy, as to the creating entity under the laws of the State of New Jersey.

SAVINGS 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 regulation or determination, and otherwise, the Agreement shall continue in full force and effect. The parties specifically are aware of Budgeting Notices and Regulations for FFY 2012 specifically PIH 2012-14 (HA) § 234(a) of Title II of Division C of HUD's FFY 2012 Appropriation (PL 112-55) and PIH 2011-48 (HA) 76 FR 23330abd 76 FR 40747 the parties represent they are in conformance for the time periods affected by the regulation and intend in the future should the regulation continue or be extended that contract and compensation will be adjusted and conform to same without waiving any of the Employees rights, benefits or compensation.

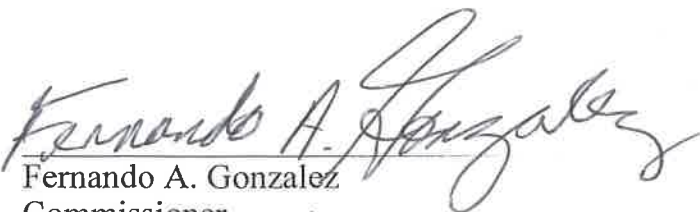
ARBITRATION OF DISPUTE

Any controversy or claim arising out of or relating to this Agreement, including but not limited to, the New Jersey Law Against Discrimination, American with Disabilities Act and Age Discrimination Employment Act, or the breach thereof, shall be presented to and settled by arbitration in accordance with the rules of the American Arbitration Association. Any judgment or award rendered under said procedure shall be non-binding on all parties to this Agreement with each party being entitled to a de novo review by the Courts of New Jersey.

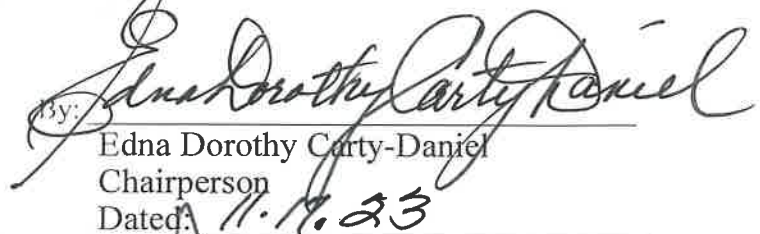
THIS AGREEMENT is hereby executed on the date first above written.

WITNESS:

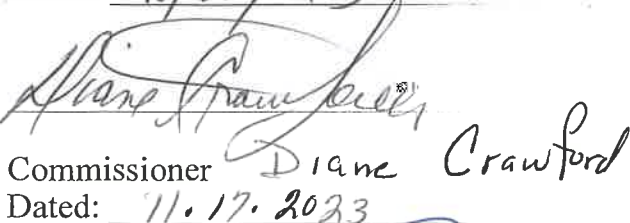
HOUSING AUTHORITY OF
CITY OF PERTH AMBOY

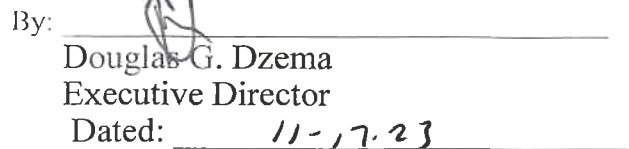

Fernando A. Gonzalez
Commissioner

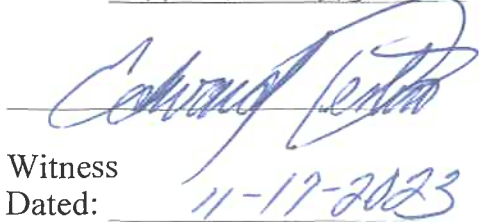
Dated: 11/17/23

By: 
Edna Dorothy Carty-Daniel
Chairperson

Dated: 11.17.23


Commissioner Diane Crawford
Dated: 11.17.2023

By: 
Douglas G. Dzema
Executive Director
Dated: 11-17-23

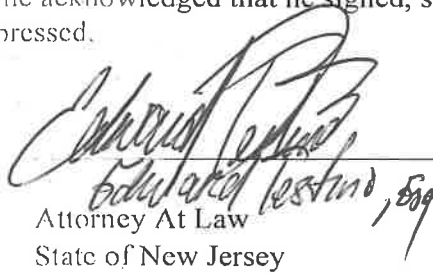

Witness
Dated: 11-17-2023

STATE OF NEW JERSEY :

ss.

COUNTY OF MIDDLESEX :

BE IT REMEMBERED that on this 17th of November 2023 a Notary Public of State of New Jersey, personally appeared Douglas B. Dzema, who I am satisfied is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered that same as his act and deed of the purposed therein expressed.



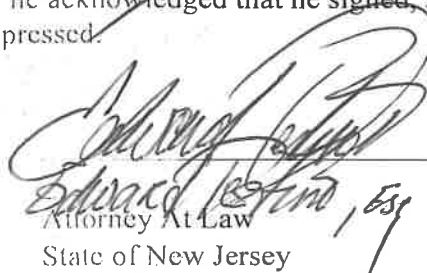
Edward Testino, Esq.
Attorney At Law
State of New Jersey

STATE OF NEW JERSEY :

ss.

COUNTY OF MIDDLESEX :

BE IT REMEMBERED that on this 17th of November 2023 a Notary Public of State of New Jersey, personally appeared Edna Dorothy Cary Vance / Kenneth Cary Vance, who I am satisfied is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered that same as his act and deed of the purposed therein expressed.



Edward Testino, Esq.
Attorney At Law
State of New Jersey