

THIS EMPLOYMENT AGREEMENT is made as of the 18th day of January, 2023, between Tashilee Vazquez, hereinafter referred to as the "Employee", and the Board of Commissioners of the Perth Amboy Redevelopment Agency, a public body corporate and politic established pursuant to the Laws of the State of New Jersey, whose principal place of business is located at 260 High Street, City of Perth Amboy, County of Middlesex, State of New Jersey, hereinafter referred to as the "Employer".

WITNESSETH

The Employee is willing to be employed by the Employer, and the Employer has determined to continue the appointment of the Employee as Executive Director of the Perth Amboy Redevelopment Agency (the "Agency"). For the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, Employer and Employee agree as follows:

ARTICLE I - DUTIES OF THE EMPLOYEE

1.1 The Employer hereby employs, engages and hires the Employee in a managerial position as Executive Director of the Agency.

1.2 The Employee agrees that she will at all times faithfully, industriously, and to be best of her ability, experience, and talents, perform all of the duties and responsibilities that may be required of and from her pursuant to the terms hereof, to the reasonable satisfaction of the Employer. Such duties principally shall be rendered at the Agency's main offices, located at 260 High Street, Perth Amboy, New Jersey, and at such other place or places as Employer shall in good faith require or as the interests, needs, business, or opportunity of the Employer shall require.

1.3 The Employee's duties and responsibilities shall be:

Administer the day-to-day operations of the Agency including, without limitation, directing all matters, and taking all action required to implement such matters relating to (i) the management, maintenance, operation and improvement of the Agency, including the facilitation of the redevelopment of any properties that it may now, or in the future, own, have within its purview; (ii) the billing and collection of service charges and vendor invoices; and (iii) hiring and firing of all employees.

ARTICLE II - COMPENSATION AND BENEFITS

2.1 The Employer shall pay the Employee, and Employee shall accept from Employer, in full payment for Employee's services hereunder, compensation, based on an annual salary of \$24,000.00, retroactive to January 18, 2023. The Employee's annual base salary may be increased at any time during the term of this Agreement in the discretion of the Board of Commissioners.

2.2 The Employee is a full-time employee and Department Head of the City of Perth Amboy, and therefore all sick leave, vacation and personal days shall be provided through the Employee's employment with the City.

2.3 The Employee shall, during the term of this Agreement, be entitled to the same paid holidays as all office employees; provided, however, in the event the Employee is required to work on any holiday, he shall not receive additional salary, over-time, compensatory time or other compensation therefor.

2.4 The Employer shall reimburse the Employee for appropriate business expenses incurred in the performance of his duties. Such expenses must be approved by the Agency prior to expenditure thereof, except in an emergency.

2.5 The Employer will not provide to the Employee medical-dental-prescription plan

of medical coverage. Specifically, the Employee shall be entitled to such coverage through her employment with the City.

ARTICLE III - CANCELLATION & TERMINATION

3.1 The term of the Agreement shall be for a period retroactive to January 31, 2023, and terminating on January 30, 2024. Prior to the expiration of the Agreement, the Employer shall evaluate Employee and may renew Employee's contract at its sole discretion and option.

3.2 This Agreement may be terminated at any time prior to expiration by the Employee, upon sixty (60) days' written notice to Employer. This Agreement may only be terminated prior to expiration by the Employer for cause, as described below.

3.3 It is the intent of the parties that the Employee shall have all substantive and procedural rights afforded any person protected by the laws, rules and regulations promulgated or enforced by the New Jersey Department of Personnel.

3.4 For purposes of this Agreement, the term "cause" shall mean only the occurrence of any of the following events:

A. The Employee's conviction by any court for a crime constituting a felony, or for a misdemeanor involving moral turpitude;

B. Fraud, dishonesty, willful misconduct or gross negligence by the Employee; or

C. Unexcused and unexplained absence from work.

3.5 The Executive Director may be removed by a vote of the majority of the full authorized members of the Board, plus one vote, and only for cause in accordance with Section 3.4 hereof, and after he shall have been given a copy of the charges against him and, not sooner than ten days thereafter, had opportunity in person or by counsel to be heard thereon by the Agency

Board.

ARTICLE IV - INDEMNIFICATION

4.1 The Employer agrees to indemnify the Employee from liability for all claims, actions, judgments or demands for judgment, arising out of acts or omissions of the Employee that fall within the scope of his employment. Under no circumstances shall the Employee be entitled to indemnification from liability arising out of acts or omissions of the Employee that fall outside the scope of his employment or for his own willful misconduct or grossly negligent conduct. Furthermore, the Employee shall not be entitled to indemnification for liability arising out of criminal acts or omissions of the Employee.

4.2 Indemnification shall include reasonable attorney fees, costs and expenses incurred on appeal, and all other expenses reasonably related to litigation.

4.3 The Employer agrees to defend any and all lawsuits or actions brought against the Employee that fall within the scope of his employment. Under no other circumstances shall the Employer be obligated to provide a defense to the Employee for acts excluded from indemnification under Section 4.1 hereof or otherwise not covered in this Section hereof.

4.4 The Employer reserves the right to approve the attorney and any expert, which shall charge hourly rates or retainer terms commensurate with generally applicable fees for services in the surrounding geographical area and area of legal expertise, with regard to providing a defense for the Employee pursuant to section 4.3 hereof.

ARTICLE V - CHOICE OF LAW

5.1 The parties hereto agree that it is their intention and covenant that this Agreement and performances hereunder and all suits and special proceedings hereunder be construed in,

accordance with 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 laws of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

ARTICLE VI - MISCELLANEOUS

6.1 This Agreement shall be binding on and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives, successors, and assigns.

6.2 This written Agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties 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 any dealings with each other or the execution of this agreement.

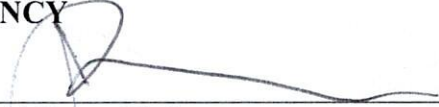
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18 day
of January, 2023.

ATTEST:

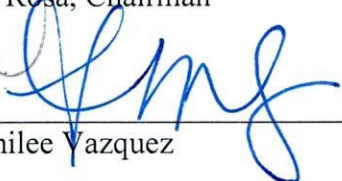


Secretary

**PERTH AMBOY REDEVELOPMENT
AGENCY**

By: 

Joel Rosa, Chairman



Tashilee Vazquez