

THE HOUSING AUTHORITY
OF THE
CITY OF TRENTON, NEW JERSEY
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 17th day of April, 2017, between the Housing Authority of the City of Trenton, New Jersey ("Authority"), having offices at 875 New Willow Street, Trenton, New Jersey 08638 and Jelani Garrett ("Employee" or "Interim Executive Director").

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, such Executive Director shall serve as Secretary of the Authority; and

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

WHEREAS, in accordance with the Act at N.J.S.A. 40A:12A-18(b) and 40A:12A-18.1, the position of Interim 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, in recognition of the foregoing, the Authority has negotiated, and desires to enter into a contract with Employee, in an effort to secure the services of such qualified individual to hold the position of Interim Executive Director ("Agreement"), and

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

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

SECTION 1. TERM OF EMPLOYMENT

The Authority employs the Employee as Interim Executive Director and the Employee accepts such employment, effective as of April 17, 2017 ("Employment Date") for a term of one hundred twenty (120) days terminating on August 15, 2017.

SECTION 2. DUTIES OF EMPLOYEE

As Interim Executive Director, Employee shall perform, on a full-time basis, the duties customarily performed by an Executive Director as set forth generally in Title 40A:12A of the New Jersey Statutes and Title 5 of the New Jersey Administrative Code, and as specifically 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, but are not limited to the following duties:

1. The Interim Executive Director shall be the Secretary of the Authority, and as such, shall have general supervision over the administration of its business and affairs, subject to

the direction of the Board of Commissioners. The Interim Executive Director shall attend such meetings of the Board of Commissioners or Committees thereof and such state, county and federal meetings as are customarily attended by Executive Directors of housing authorities and any such other meetings or conferences, as appropriate.

2. The Interim Executive Director shall be the Chief Executive Officer of the Authority and shall have the day-to-day responsibility for the overall operations of the Authority, including hiring, training and terminating Authority staff;

3. The Interim Executive Director shall prepare Authority operating budgets, Capital Fund Program (CF) submissions and other budgets, contracts and procurement documents;

4. The Interim Executive Director shall be responsible for ensuring the collection of rents and enforcing lease terms;

5. The Interim Executive Director shall supervise all cash management; bank reconciliation, resident selection and maintenance;

6. The Interim Executive Director shall monitor operations for fraud and abuse;

7. The Interim Executive Director shall monitor overall compliance with Federal, State and local laws; as well as Authority policy and procedure;

8. The Interim Executive Director shall keep the Board of Commissioners of the Authority informed of any problems such as audit concerns, major resident issues, financial status, changes to laws;

9. The Interim Executive Director shall maintain the Authority's housing units in decent, safe and sanitary condition;

10. The Interim Executive Director shall be responsible for execution of all contracts, deeds and other instruments made by the Authority, except for specific exclusions directed by Federal and State law;

11. The Interim Executive Director shall keep the records of the Authority, shall act as Secretary of the meetings of the Board of Commissioners of the Authority and shall record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority;

12. The Interim Executive Director shall have the care and custody of all funds of the Authority and deposit same in the name of the Authority in such banks as may be selected. He shall sign all orders and checks for the payment of the money and shall pay out and disburse such monies under the direction of the Authority, including checks in payment of salaries and wages. All such checks and orders shall be countersigned by the Chairperson of the Board;

13. The Interim Executive Director shall keep regular books of accounts showing receipts and expenditures and shall render to the Board of Commissioners of the Authority at each regular meeting (or more often when required) an accounting of all transactions and also of the financial condition of the Authority;

14. The Interim Executive Director shall perform such other duties as are customarily and regularly performed by one holding the position of Executive Director of a public housing Authority;

15. Monthly the Interim Executive Director shall provide the Board of Commissioners with a report detailing the state of the Authority; and

16. Any additional duties as may be prescribed from time to time by the Authority.

SECTION 3. COMPENSATION

As his entire compensation for all services rendered by Employee under this Agreement, the Authority agrees to pay to Employee one thousand dollars (\$1,000.00) per day worked on-site effective as of the date of this Agreement. Employee will be entitled to a direct reimbursement for costs and mileage while on THA business, consistent the treatment of such expenses in the THA personnel policies and procedures as provided in Section 5 hereunder.

SECTION 4. PERFORMANCE EVALUATION

The Board of Commissioners shall review the Employee's performance after sixty (60) days in relation to the duties set forth herein, the complexity of the position, particularly in regard to new tasks or programs charged to the Interim Executive Director, and with regard to such goals and objectives as the Authority and Employee agree to in writing.

SECTION 5. EXPENSE REIMBURSEMENT

The Authority shall reimburse the Employee for out-of-pocket expenditures reasonably incurred by the Employee in connection with the Employee's duties under this contract. Any and all reimbursements must be in accordance with the Personnel Policies adopted by the Authority. At all times 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. Expenditures not covered in the budgetary process and in excess of \$250.00 are subject to pre-approval by the Board Chair.

SECTION 6. EDUCATION REIMBURSEMENT

The Employee shall be reimbursed for all reasonable expenses for courses, examinations, 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 Board of Commissioners, 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. At all times, all reimbursements will be made in accordance with the Authority's Personnel Policies. The Interim Executive Director has obtained Certification as a Public Housing Manager (PHM) and has completed the courses required to be taken by an Executive Director within the statutory period.

SECTION 7. OTHER BENEFITS

A. Medical and Dental Benefits

The Authority and the Employee agree that no medical and/or dental benefits will be provided to Employee.

B. Sick Time

The Employee will not receive any sick days.

C. Vacation Time

The Employee will not be entitled to vacation time.

D. Personal Leave

The Employee is not entitled to personal days.

E. Pension

The Employee will not participate in any pension plan maintained by the Authority.

F. Technological Devices

The Employee shall be provided with a cellular phone and a personal computer. Employee shall not be required to obtain a separate cellular phone for personnel use, so long as employee does not exceed the total minutes permitted under the Employee's telephone plan.

G. General Benefits

Employee shall not receive any benefits not specifically contained in this Agreement.

SECTION 8. TERMINATION

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

- (a) thirty (30) days after the employment of a Permanent Executive Director.
- (b) by the Employee in the event of a breach by the Authority of the terms hereof, or
- (c) by the Authority with or without cause, upon ten ("10") days' notice. The basis for termination shall include, but is not limited to:

- (i) incompetence;
- (ii) inefficiency or failure to perform duties;
- (iii) neglect of duty;
- (iv) chronic excessive absenteeism or lateness without justification;
- (v) professional misconduct;

(vi) insubordination or failure to carry out acts or directives of the Authority, which were lawfully made. Insubordination shall not include Employee's refusal to carry out such acts or directives of the Authority, which Employee reasonably believes to be of an unlawful or criminal nature, or outside of the Authority's grant of power.

(vii) willful disobedience of Authority's rules and regulations; and/or

(viii) conviction of a crime.

Should the Employee resign, be terminated, or leave his position of his own accord, no severance or other payment shall be payable to Employee.

SECTION 9. 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, 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 projects of the Authority. If the Employee 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

in action

SECTION 10. AGREEMENT 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. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including 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 had relied thereon in connection with his or its dealing with the other.

SECTION 11. 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 and duly executed as foresaid.

SECTION 12. AGREEMENT 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 be laws of the State of New Jersey, and that in any

action, special proceeding or other proceedings 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 other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

SECTION 13. 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. This Agreement shall be deemed to have been written jointly by the parties. Ambiguities shall not be construed against the interest of either party by reason of it having drafted all or any part of this Agreement.

SECTION 14. NOTICES

Any notice required or desired to be given under this Agreement shall be given and sent certified mail, return receipt requested to, in the case of the Employee, his residence; and in the case of the Employer, to 875 New Willow Street, Trenton 08638.

SECTION 15. SAVING 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

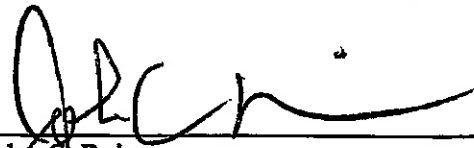
automatically be conformed to the law or determination. The remainder of the Agreement shall continue in full force and effect.

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

ATTEST:

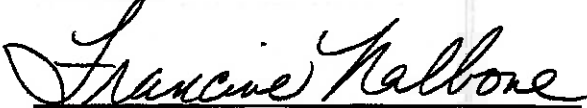


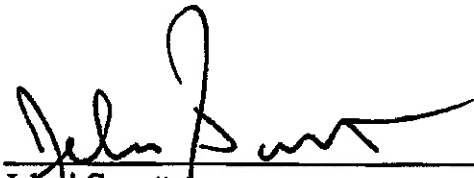
TRENTON HOUSING AUTHORITY



John C. Raines
CHAIRPERSON
BOARD OF COMMISSIONERS

WITNESS:





Jelani Garrett