

ENGLEWOOD HOUSING AUTHORITY

111 West Street

Englewood, New Jersey 07631

Tel.: (201) 871-3451

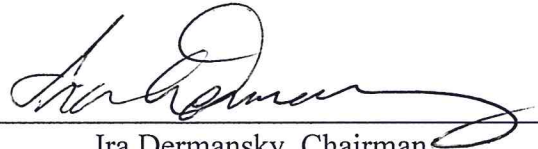
Fax: (201) 871-5908

RESOLUTION NO. 4- 24- 2017 (1)

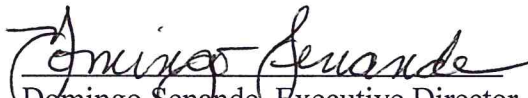
OFFERED BY: Chairman Dermansky
SECONDED BY: Commissioner Aspinwall

**BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF ENGLEWOOD AS FOLLOWS:**

To approve the March 27, 2017 Board Meeting minutes.


Ira Dermansky, Chairman

ATTEST:


Domingo Senande, Executive Director

Chairman Ira Dermansky	<u>Aye</u>
Vice Chairman Raymond Aspinwall	<u>Aye</u>
Commissioner Raul Correa	<u>Aye</u>
Commissioner Elisha Gurfein	<u>Aye</u>
Commissioner Carla D. Jones	<u>Aye</u>
Commissioner Charles Moche	<u>Aye</u>

At the Board Meeting of April 24, 2017 (1) upon roll call of Commissioners present,
all voted "Aye" and Resolution April 24, 2017 (1) as carried.

EMPLOYMENT AGREEMENT
RESOLUTION NO. 04 – 24 - 2017 (2)

OFFERED BY: Commissioner Dermansky
SECONDED BY: Commissioner Jones

This EMPLOYMENT AGREEMENT (the "Agreement") made this day of April 24, 2017 by and between the HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD, a body corporate and politic, created and organized under the laws of the State of New Jersey, and in particular Section 40A:12A-17 of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., having its administrative offices at 111 West Street, in the City of Englewood, County of Bergen, State of New Jersey (the "Authority") and Domingo Senande ("Senande"), an individual who currently resides at 33 Bock Drive, River Vale, New Jersey.

STATEMENTS OF FACT

A. The Authority is authorized under N.J.S. 40A:12-18 of the Local Redevelopment and Housing Law to hire an individual qualified by education and experience to serve as its Executive Director.

B. The Board of Commissioners of the Authority pursuant to Resolution # _____ duly adopted at its meeting on April 24, 2017, agreed to retain Senande as Executive Director for a term of five years commencing April 24, 2017.

C. The Authority and Senande desire to enter into this Agreement with respect to the terms and conditions of his employment as Executive Director.

NOW, THEREFORE, for and in consideration of the employment of Senande with the Authority, the compensation to be paid and the other benefits to be paid or provided to Senande by the Authority for his services and the mutual agreements set forth in this Agreement, the Authority and Senande, intending to be legally bound hereby, agree as follows:

1. **Employment, Position and Responsibilities**

The Authority hereby agrees to employ Senande and Senande agrees to accept employment with the Authority, upon the terms and conditions contained in this Agreement, to serve as the Executive Director of the Authority for the term set forth in Section 2 hereof. As Executive Director, Senande shall report directly to the Board of Commissioners of the Authority and shall use his best efforts, skill and abilities in the performance of the duties and responsibilities customarily performed by one holding the position of Executive Director of a public housing authority and such other duties as may be prescribed from time to time by the Board of Commissioners of the Authority. Senande shall devote not less than 35 hours per week to his duties as Executive Director.

Senande also shall serve without additional compensation as secretary to the Board of Commissioners as well as contract officer and certifying officer for personnel for the Authority performing the usual and customary duties of each such position.

As directed by the Housing Authority of the City of Englewood, Senande shall also serve as Director and Secretary of the Englewood Housing Management Services Corp. and perform all of the duties customarily performed by one holding such position.

Senande expressly agrees to comply with all applicable local, state and federal laws, rules and regulations regarding required training for housing authority Executive Directors.

As a condition of his employment with the Authority, Senande shall be subject to an

annual performance evaluation with respect to his duties and responsibilities set forth herein.

2. Term

Unless terminated earlier in the manner set forth in Section 4 of this Agreement, this Agreement and Senande's employment with the Authority under this Agreement shall commence on April 24, 2017 (the "Effective Date") and shall continue in force and effect for a period of sixty (60) consecutive months (the "Initial Employment Period").

3. Compensation, Benefits and Reimbursement of Expenses

3.1 Base Salary. The Authority shall pay Senande as compensation for his services hereunder a salary at the rate of One hundred thirty-five thousand dollars (\$135,000.00) per annum. Should Greater Englewood Housing Corporation enter into contract with the Englewood Housing Authority for the administration of additional vouchers above and beyond the existing contract during first year of this employment contract, an additional \$5,000 will be added to the Executive Director's base salary at the employment contract anniversary date (i.e. April 24, 2018). It is understood and agreed that during the term of this Agreement, Senande's performance as Executive Director and his compensation shall be reviewed by the Board of Commissioners of the Authority or a committee thereof at least annually. The Board of Commissioners may increase the base salary to be paid to Senande from time to time to reflect Senande's performance but the base salary shall not be decreased below the rate specified in the first or second sentence of this Section 3.1, as applicable, without the consent of Senande. Base salary shall be payable upon such schedule and in the same manner as is established for other employees of the Authority.

3.2 Benefit Plans. Senande has specifically and voluntarily waived participation in the Authority's group medical, hospitalization, health, dental care, vision care, and prescription plan(s). Senande shall be entitled to participate in all other benefits provided to Authority

employees such as the sick-leave plan, life or other insurance or death benefit plan, travel or accident insurance, retirement income or pension plan or program of the Authority, or other present or future group employee benefit plan or program of the Authority (excluding the types of plans he has waived herein) which the management and Supervisory personnel of the Authority are or shall become eligible to receive during the term of this Agreement.

Nothing contained in this Agreement shall prevent the Board of Commissioners of the Authority from amending or otherwise altering any such plan or program so long as such amendment or alteration equitably effects all management and supervisory personnel of the Authority.

3.3 Vacations and Holidays. Senande shall be entitled to twenty paid vacation days in each calendar year which vacation days shall accrue at the inception of this Agreement.

Senande shall also be entitled to all paid holidays given by the Authority to its employees generally.

Unless specifically amended in writing by the Board of Commissioners, all of the provisions contained in the Authority's personnel policy regarding accumulation of vacation time and payment for unused accrued vacation time shall be applicable to Senande except that wherever the personnel policy provides for approval by the Executive Director, Senande shall obtain approval by the Board of Commissioners of the Authority.

3.5 Personal Days, Sick Leave and Leaves of Absence. Senande shall be entitled to such paid sick leave, personal days and leave(s) of absence, if any, as shall be provided in the Personnel Policy of the Authority as it may be amended from time to time and at any time by the Board of Commissioners of the Authority.

3.6 Approval by Board of Commissioners. Provided he is able to be reached in the

event he is needed and he has planned for adequate coverage in his absence, Senande shall be permitted to take a vacation of up to three weeks in July or August without advance approval of the Board of Commissioners. Senande shall obtain approval by the Board of Commissioners for all other vacations and leaves of more than five days which approval shall not be unreasonably withheld.

4. Termination

4.1 This Agreement and Senande's employment with the Authority hereunder may be terminated by the Authority as follows:

A. Disability. If, as a result of Senande's incapacity due to physical or mental illness or injury, Senande shall have been absent from his duties with the Authority on a full-time basis or he is unable to substantially perform the services required for his employment for a period of three (3) consecutive months, or shorter periods aggregating one hundred fifty (150) days within any consecutive twelve (12) month period, and within thirty (30) days after written notice of potential termination is given by the Authority, Senande shall not have returned to the full-time performance of his duties within such notice period, then this Agreement and Senande's employment with the Authority shall terminate for "disability".

B. Death. If Senande dies while employed pursuant to this Agreement, his employment with the Authority shall terminate as of the date of his death.

C. Cause. Notwithstanding any other provision of this Agreement, the Authority shall be entitled to terminate this Agreement and Senande's employment hereunder 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, fraud, insubordination, disobedience of Authority's rules and regulations, drug abuse

or drunkenness.

D. By mutual written consent of the Authority and Senande.

4.2 Notice of Termination. Any termination by the Authority in accordance with Section 4.1 (excluding section 4.1B and 4.1D) shall be communicated by written Notice of Termination to Senande in accordance with this Section 4.2. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the date of termination, the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Senande's employment under the provision so indicated.

4.3 Date of Termination, Etc. "Date of Termination" shall mean (a) if Senande's employment is terminated by mutual consent, the date selected by the parties and, (b) if, Senande's employment is terminated for any other reason, the date specified in the Notice of Termination, which shall not be less than 120 days after the date of the Notice of Termination in accordance with N.J.S.A. 40A:12A-18.

5. Conflicts of Interest

Senande agrees that he shall at all times, devote his time, effort and skills 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. Senande 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 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 business of the Authority unless with the consent and approval of the Authority. If Senande owns or controls an interest in any property included or planned to be included in any project of the Authority, he shall immediately disclose 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.

6. Withholding

The Authority may withhold from any compensation or other benefits payable to Senande under this Agreement all federal, state, local or other taxes that shall be required pursuant to any applicable law or governmental regulation or ruling.

7. Arbitration

In the event that any claim, controversy, issue or other dispute arises under this Agreement, the breach thereof, the termination of Senande's employment by the Authority under Section 4 of this Agreement, including any claim based in whole or in part on federal or State constitutions, statutes or regulations, local ordinances, the common law or public policy, if the claim, controversy, issue or dispute is not settled by agreement among the parties, the dispute shall be settled by arbitration in Bergen County, New Jersey by a single arbitrator, under the auspices of, and in accordance with the applicable rules, of the American Arbitration Association then in effect, and the decision of the arbitrator shall be final and conclusive on the parties and judgment upon such decision may be entered in any court having jurisdiction thereof. The arbitrator shall be governed by, and shall apply the substantive law of New Jersey in making his or his decision. The decision of the arbitrator shall be in writing and shall specify the factual and legal basis for the decision. The parties agree that resolution of any such claim, controversy, issue or other dispute pursuant to the foregoing arbitration proceeding is intended to be final and

binding on them and any award rendered by such arbitrator shall constitute a complete, final and binding adjudication of any and all legal or factual issues pertaining to or arising out of the matter that gave rise to the controversy or dispute. It is expressly agreed and understood that the arbitrator appointed in accordance with this provision shall not have the authority or power to alter, amend or modify any of the terms and conditions of this Agreement and further that the arbitrator may not enter any award which can alter, amend or modify such terms and conditions in any form or manner. The provisions of this Section 7 shall survive the termination of this Agreement for any reason whatsoever.

8. Entire Agreement

This Agreement constitutes the entire Agreement of the parties as to the employment and compensation of Senande by the Authority and replaces and supersedes any and all prior agreements and understandings, whether they be oral or in writing, relating to the subject matter hereof.

9. Severability

If, for any reason, any provision of this Agreement is held invalid, such an invalidity shall not effect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision which together with all other provisions of this Agreement shall to the full extent consistent with law, continue in full force and effect.

10. Amendment of Agreement

This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

11. Waiver

No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by a written instrument executed by the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein and each waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future nor as to any act other than the act specifically waived.

12. Headings

Headings used in this Agreement are for convenience only and shall not effect the construction of this Agreement.

13. Binding Effect and Governing Law

All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, Senande and his executors, administrators and heirs and the Authority and its successors and permitted assigns. The rights and duties of the parties and the validity, construction, enforcement and interpretation of this Agreement shall be construed according to the laws of the state of New Jersey.

14. Non-assignability

Neither this Agreement nor any right or interest hereunder shall be assigned by Senande, his beneficiaries or legal or personal representatives without the Authority's prior written consent; provided however, that nothing in this Section 14 shall preclude (a) Senande from designating beneficiaries to receive any benefit payable hereunder upon his death, or (b) the executors, administrators or other legal representatives of Senande or his estate from assigning any rights hereunder to the person or persons entitled thereto.

15. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be signed by its duly authorized agent, and Senande has signed this Agreement, all as of the day and year first above written.

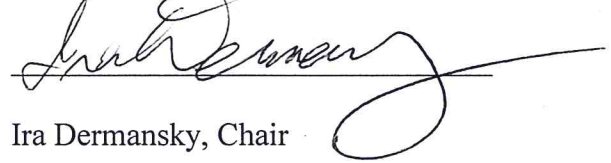
ATTEST:



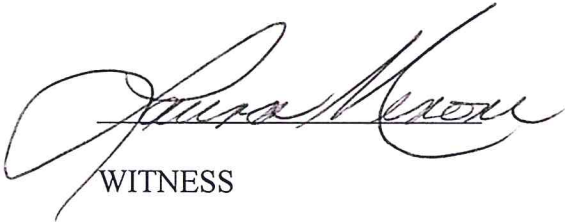
WITNESS:

THE HOUSING AUTHORITY OF

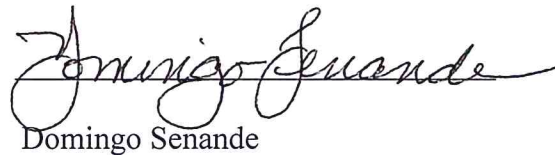
THE CITY OF ENGLEWOOD



Ira Dermansky, Chair



WITNESS



Domingo Senande

Chairman Ira Dermansky
Vice Chairman Raymond Aspinwall
Commissioner Raul Correa
Commissioner Elisha Gurfein
Commissioner Carla D. Jones
Commissioner Charles Moche

Aye
Aye
Aye
Aye
Aye
Aye

ENGLEWOOD HOUSING AUTHORITY
111 West Street
Englewood, New Jersey 07631
Tel.: (201) 871-3451 Fax: (201) 871-5908
TTY: (201) 871-8951

RESOLUTION NO. 4 – 24 – 2017 (3)

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD
APPROVING BILLS AND CLAIMS FOR THE PERIOD
OF
APRIL

OFFERED BY: Chairman Dermansky
SECONDED BY: Commissioner Jones

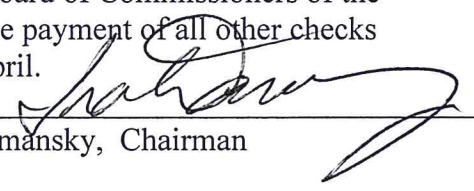
WHEREAS, the bills and claims per the attached listing (voucher numbers through)

E.H.M.S. -	001339
EHA Operating -	001182
Foti-	001394
W.G. -	003619

were reviewed and found acceptable as amended at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve disbursement and payment of all checks on the attached listing for the period of April 1st through 30th.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Englewood approve payment of all other checks identified on the attached listing for the period of April.


Ira Dermansky, Chairman

ATTEST:


Domingo Senande, Executive Director

Chairman Ira Dermansky
Vice Chairman Raymond Aspinwall
Commissioner Raul Correa
Commissioner Elisha Gurfein
Commissioner Carla D. Jones
Commissioner Charles Moche

Aye
Aye
Aye
Aye
Aye
Aye