MANAGEMENT AGREEMENT
BY AND BETWEEN
HOUSING AUTHORITY OF THE CITY OF BEVERLY
AND
THE HOUSING AUTHORITY OF THE TOWNSHIP OF FLORENCE

RESOLUTION 2026-19

THIS AGREEMENT is made on this 17th day of September 2026 by and between the Housing Authority of the City of Beverly (herein "BHA") and the Housing Authority of the Township of Florence (herein "FHA").

PREAMBLE

WHEREAS, the FHA wishes to retain the management services of the BHA,

NOW, THEREFORE, the parties agree as follows:

1. **AGREEMENT TO MANAGE.** The BHA hereby agrees that it shall provide professional management services for the FHA in accordance with the terms and conditions of this Agreement. The FHA agrees to reimburse the BHA for said services in accordance with the terms and conditions of this Agreement.

2. **COMPENSATION.** The BHA shall be compensated for the services provided hereunder as follows:

It is the intention of the parties that the amounts paid to the BHA by the FHA shall constitute payment for services rendered and all administrative and overhead costs of BHA incurred as a result of providing services to the FHA including, but not limited to the compensation and all fringe benefits of the BHA employee which are allocable to the time each of the BHA employee spends rendering services to the FHA under the terms of this agreement. Such services shall be rendered at the office of the FHA and BHA and projects of the FHA and during regular business hours shall be paid as follows:

The FHA shall compensate the BHA at the rate of $83,000. or as any future increases in the budgeted amount per annum payable in monthly installments of twelve (12) equal payments as full compensation for the services of the Executive Director position including salary, benefits, and administrative overhead. The BHA employee shall continue to receive their regular salary from the BHA.

Payment shall be made for services rendered. The BHA shall submit monthly bills to the FHA.

Notwithstanding any other provisions herein, total payments under this contract shall not exceed the budgeted amount without further authorization from the FHA. In the event that the contract maximum of budgeted amount is reached and the FHA does not authorize further expenditures, the BHA shall have no further obligation to perform services under this agreement.

3. **SCOPE OF SERVICES.** The BHA shall perform the following:

a. Carry out the organizational, supervisory, coordinating and monitoring functions attendant to the position of Executive Director.

b. Provide leadership to the FHA staff, residents, and the community in the development, rehabilitation, management and maintenance of decent, safe, and sanitary housing for low-income residents of the Township of Florence.

c. Establish appropriate advocacy relationships with, and act as the FHA's primary spokesperson and representative to local, state, and federal elected officials and administrative personnel, tenant representatives and organizations, public media, and private sector organizations, and foundations.

d. Promote the creation and sustenance of cohesive, functioning tenant organizations in order to facilitate a management partnership between the FHA and the residents and to enhance the resident's capacity for increased decision-making and site management roles and responsibilities.

e. Advocate through appropriate channels legislative and administrative policies, programs, and positions which will advance the FHA's residential mandate.

f. Perform all executive and management duties which an Executive Director is authorized to perform for the FHA.

g. Take all personnel, managerial, and administrative actions to facilitate the operation of the FHA.

h. Assist the Board of the FHA, if requested, to locate a competent executive director for the FHA and to advise the FHA regarding the selection and appointment of a competent executive director.

I. Coordinate and oversee the transition of all functions exercised by BHA under this agreement to employees of the FHA.

J. Make recommendations for plans and policies to correct any managerial deficiencies.

4. **RIGHT TO HIRE OTHERS**

a. The BHA shall have the right to designate additional employees of its staff to assist in fulfilling the BHA's responsibilities under this Agreement subject to the prior approval of the FHA. Compensation for such employee shall be agreed to by the BHA and the FHA.

b. The BHA shall have the right to employ additional individuals subject to the prior approval of the FHA.

5. **INDEPENDENT CONTRACTOR.** BHA employees designated to perform services under this contract shall be deemed to be employees of BHA only, as a group and separately, and shall not be deemed to be employees of the FHA for any purpose whatsoever.

6. **CONTRACT PERIOD.** This contract shall be effective upon execution of this Agreement and shall continue until September 30, 2031. The parties may agree to extend the term of this contract by a subsequent addendum or new contract in the future.

7. **BOND AND INSURANCE.** The BHA on the effective date of this contract shall furnish the FHA with a fidelity bond issued by a surety company satisfactory to the FHA in the amount of $1,000,000 indemnifying the FHA against loss, theft, embezzlement, or other fraudulent acts on the part of the BHA or its employees. The FHA shall reimburse the BHA for the cost of this bond.

8. **TERMINATION.** This contract may be terminated as follows:

a. Upon sixty (60) days written notice by one party to the other.

b. The Employee may be terminated without cause during the term of this contract Upon service of a written notice of termination. In that event, the Employee, individually and not the BHA shall receive a severance amount equal to two years base salary within thirty (30) days of service of the notice of termination.

c. By the FHA, whenever the BHA is in material default in the performance of this contract in accordance with its terms, including the failure to demonstrate progress in the prosecution of the work, provided that the BHA is given written notice specifying the default and has failed to cure such default within ten (10) days from receipt of such notice. Upon such

failure to cure, this contract shall be deemed to be terminated and of no further force and effect.

9. **INDEMNIFICATION AND LIABILITY INSURANCE.**

a. The FHA shall indemnify, hold harmless, and defend the BHA against all claims that arise resulting from its performance of this Agreement, except that the FHA shall not indemnify the BHA for claims caused by the willful misconduct or gross negligence of the BHA or those hired or employed by the BHA.

b. The FHA shall obtain an insurance policy for Officers, Directors, and Employees insurance covering the BHA and BHA employees who perform services pursuant to this Agreement in the amount of $1,000,000. If the FHA refuses or fails to obtain such insurance prior to the effective date of this Agreement, then this Agreement shall be null and void.

c. The FHA shall continue in force, all liability insurance coverage. The FHA agrees to reimburse the BHA for any increase in premiums necessary to cover the BHA and its employees performing services under this Agreement.

10. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.**

a. No member, officer, or employee of the BHA, no member of the governing body of the locality in which the project is located, and no other public official of such locality or localities, who exercises any function or responsibilities with respect to the project during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

b. The BHA shall insert subparagraph (a) in all contracts entered into pursuant to this contract or in connection with any project of the FHA and shall require its contractors to insert it in each of its subcontracts.

c. The BHA warrants that it has disclosed all relevant information, and warrants that to the best of its knowledge and belief, it does not have any organizational conflict of interest.

d. The BHA agrees that after execution of this Agreement, it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure to the FHA, which shall include a

description of the action which the BHA has taken or intends to take to eliminate or neutralize this conflict.

11. **RECORDS.** The BHA shall maintain, or cause to be maintained, if the FHA retains its own Fee Accountant, a comprehensive system of records, books, and accounts in a manner satisfactory to HUD and the FHA. All records, books, and accounts, together with all documents, papers and records of the BHA which relate to the operation of the FHA shall be available for examination at reasonable hours by any authorized representative of HUD, Comptroller General or New Jersey Department of Community Affairs and authorized FHA representatives. The BHA will turn over all records to the FHA at the termination of this contract.

12. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the BHA agrees as follows:

a. The BHA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BHA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.

b. In the event of the BHA's non-compliance with the Equal Opportunity clause of this contract or with any other such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the BHA may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in such order, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

13. **LIMITATION ON EXPENDITURES.** Notwithstanding any of the foregoing provisions, the prior approval of the FHA will be required for any expenditures for maintenance or repairs which exceeds $10,000 in any one instance for labor, materials or otherwise, except for emergency repairs involving immediate and significant danger to persons or property or required to avoid the suspension of any necessary service to the properties under FHA's jurisdictions.

14. **NOTICES: APPROVALS.** Where notice to a party or the approval of a party is required under the terms of the Agreement such notice shall be given to and such approval shall be obtained from the following representatives of each party:

FOR THE FLORENCE HOUSING AUTHORITY

Mr. Ritchard Woolston, Chairperson
620 West Third Street
Florence, New Jersey 08518
Or his successor.

FOR THE BEYERLY HOUSING AUTHORITY

Ms. Sarah Richards,
Chairperson 101 Magnolia
Street Beverly, New Jersey
08010 Or her successor.

15. **INTERPRETATION.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by in writing and executed by the parties.

ATTEST:

9/17/26
Date

Ritchard Woolston, Chairperson
Florence Housing Authority

9/17/26
Date

Sarah Richards
Sarah Richards
Beverly Housing Authority

I, Gary J. Centinaro, the current BHA Executive Director, state as follows:

(a) I am currently the designated "employee" referred to in this contract.
(b) I agree to also be bound by the terms of this Agreement.
(c) I will also benefit by the terms of this

ATTEST:

9/17/26
Date

Gary Centinaro
Executive Director

HOUSING AUTHORITY OF THE CITY OF BEVERLY

DELACOVE HOMES

P: 609-387-0250
F: 609-387-7349

101 MAGNOLIA STREET
BEVERLY, NJ 08010
EMAIL: BHA@COMCAST.NET

GARY J. CENTINARO
EXECUTIVE DIRECTOR

THE HOUSING AUTHORITY OF THE CITY OF BEVERLY

RESOLUTION 2026-20

MANAGEMENT AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF BEVERLY AND GARY J CENTINARO, EXECUTIVE DIRECTOR

WHEREAS: a Board Resolution is required approving the Management Agreement by and between the Housing Authority of the City of Beverly and Gary J Centinaro;

WHEREAS: the Board of Commissioners of the Housing Authority of the City of Beverly must approve said contract in accordance with Housing Authority policy.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Beverly Board of Commissioners, do approve the Management Contract by and between the Housing Authority of the City of Beverly and Gary J Centinaro.

BE IT FURTHER RESOLVED by the Housing Authority of the City of Beverly that this resolution shall take effect at once.

AYES 5 NAYS_____ ABSTAINS _____

ADOPTED

I hereby certify that the above resolution was approved by the Board of Commissioners, at the regular meeting held on September 17, 2026

Gary J. Centinaro
Executive Director

EMPLOYMENT CONTRACT

RESOLUTION # 2026-20

This AGREEMENT is made this 17th day of September 2026 between the Housing Authority of the City of Beverly, having offices at 101 Magnolia Street (hereinafter referred to as "Authority") and Gary J Centinaro, residing at 503 Cooper Street Beverly, New Jersey, (hereinafter referred to as "Employee").

WHEREAS, in accordance with the Act, the pos1t10n of Executive Director requires specialized training and experience, continuing education and certification from the State of

W I T N E S S E T H:

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 serve as Secretary; and

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 Gary J Centinaro, in an effort to secure the services of such qualified individual to hold the position of Executive Director; and

WHEREAS, Gary J Centinaro has declared his desire to serve as the Authority's 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 Executive Director and the Employee Accepts such employment, beginning on October 1, 2026 ("Employment Date"), for a term of five years, unless this Agreement is earlier terminated in accordance with Section 8 hereof.

SECTION 2. DUTIES OF EMPLOYEE

As Executive Director, Employee shall perform, 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:

1. Assign and supervise all employees in the performance of their duties.
2. Assure compliance with all federal and State regulation.
3. Supervise and coordinate all construction projects.
4. Any additional duties as may be prescribed from time to time by the Authority.
5. Serve as the Executive Director of another housing authority subject to such terms and conditions, including additional compensation, as may be agreed upon by the Authority.

SECTION 3. COMPENSATION

Employee shall be compensated on a per annum basis as set forth in the annual budgets for the Authority and the Housing Authority of the Township of Florence ("Florence Authority.") For the first year of this Contract Employee shall receive a "base salary" of $92,000.00 for services as the Executive Director of the Authority. For the first year of this Contract Employee shall receive "additional salary" of $83,000 for services as Executive Director of the Florence Authority. For the term of this Contract **Employee shall receive**

annual increases in the base salary, and as long as Executive Director serves as the Executive Director of the Florence Authority, in the additional salary, which shall be no less than the average negotiated salary increase granted to the non-uniformed City of Beverly municipal employees, and which shall be based in part upon performance, increases in the cost of living, and salaries paid to executive directors having similar experience and educational qualifications. Compensation shall be payable to the Employee upon such schedule and in the same manner as Employer directs for other employees of the Authority.

SECTION 4. PERFORMANCE EVALUATION

The Commissioners shall review the Employee's performance at least annually m relation to the duties set forth herein, the complexity of the position particularly in regard to new tasks 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.

SECTION 5. EXPENSE REIMBURSEMENT

The Authority shall reimburse the Employee in accordance with the policy and procedures for out-of-pocket expenditures reasonably incurred by the Employee in connection with the performance of the employee's duties under this contract.

SECTION 6. EDUCATION REIMBURSEMENT

The Authority shall reimburse the Employee in accordance with the policy and procedures for courses, examinations, registration costs and related travel expenses incurred by the Employee to maintain qualifications as an Executive Director or, as determined by and in the discretion of the Authority, to improving his abilities to effectively manage the Authority.

SECTION 7. OTHER BENEFITS

A. Medical and Dental Benefits

The Authority agrees to provide the Employee with medical and dental benefit plans in accordance with the procedures as outlined in the Employee Personnel Policy of the Authority. The Employee shall refer to said plans 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 benefit plans.

B. Sick Time

The Employee is allowed 15 sick days per year. Sick days are cumulative and may be carried from year to year. Upon retirement, Employee shall receive compensation for accumulated sick time at their normal rate for ½ of all accumulated time not to exceed one hundred sixty days.

C. Vacation Time

The Employee will be entitled to vacation time per annum as follows:

1-5 years	5-10 years	10-15 years	15-20 years	20+ years
12 days	15 days	20 days	25 days	25 days

Employee shall give 30 days notice to the Chairperson or Employee's intent to utilize any portion of said vacation time along with the expected dates of absence.

D. Pension

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.

E. **Other Benefits**

Employee shall be entitled to all other benefits not specifically contained in this Agreement as outlined in the Personnel Policy of the Authority. including but not limited full medical benefits upon retirement with 25 or more years of service.

SECTION 8. TERMINATION

This Agreement may be terminated by the Employee upon 60 days written notice to the Authority.

In the event the Employee shall be removed for cause, *other* than for the conviction **of** a crime related to his employment, the Employee shall receive compensation equal to 120 days of the Employee's base salary as of the date of termination. Termination for cause, may be based upon any of the following or similar causes:

(i) Incompetence;

(ii) Inefficiency or failure to perform duties on account of gross negligence;

(iii) Neglect of duty;

(iv) Chronic excessive absenteeism or; lateness without justification;

(v) Professional misconduct;

(vi) Insubordination or failure to carry out acts or directive 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 Employee's rules and regulation; and/or

(viii) Conviction of a crime.

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 or charges with a notice of a designated hearing to be held before an impartial hearing panel of the American Arbitration Association not less than ten or more than thirty days from the date of service of the complaint. Employee shall have the right to present any and all testimony and/ or written evidence at such hearing on his behalf.

SECTION 9. CONTRACT TERMS TO BE EXCLUSIVE

This Agreement contains the 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 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 judgement 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 10. WAIVER; MODIFICATION MUST BEIN 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 to be charges 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 if this paragraph may not be waived except as herein set forth.

SECTION 11. ARBITRATION OF DISPUTES

The parties can upon mutual agreement submit to binding or non-binding arbitration or that either party can seek judicial relief without submitting to arbitration any potential claim.

SECTION 12. 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 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. 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.

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 at 503 Cooper Street, Beverly, New Jersey 08010, and in the case of the Employer, to 101 Magnolia Street, Beverly, New Jersey 08010.

SECTION 15. 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 or determination, and otherwise, the Agreement shall continue in full force and effect.

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

ATTEST:

Sarah Richards

Sarah Richards
Bevely Housing Authority

WITNESS:

Gary Centinaro
Executive Director