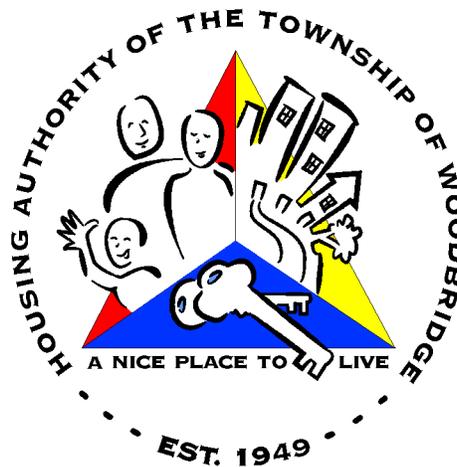


**Housing Authority of the Township of Woodbridge  
800B Bunns Lane, Woodbridge, NJ 07095-1726**

Phone: (732) 634-2750

Fax: (732) 634-8421

**Donna Brightman, Executive Director**



**Request for Proposals  
For:**

**General Counsel  
From August 1, 2021 – July 31, 2022**

July 2021

**Sealed Proposals due no later than 2:00 PM on Thursday, July 15, 2021**

# **Welcome to the Woodbridge Housing Authority**

*In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.*

*The Housing Authority of the Township of Woodbridge, New Jersey, was created October 14, 1949. The Township Ordinance creating the Authority was adopted August 16, 1949.*

*The Authority is composed of 565 Project Based Vouchers across 6 sites located throughout Woodbridge Township and 405 units of Section 8 housing.*

*The purpose of the Woodbridge Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.*

## **Mission Statement**

It is the mission of the Woodbridge Housing Authority to:

- ◆ Provide affordable, decent, safe and sanitary housing through the maintenance of our existing units and the development of new units;
- ◆ Create an environment which enables residents to live responsibly and with dignity;
- ◆ Support residents in their effort to achieve self-sufficiency;
- ◆ Honor public commitments in a fiscally and ethically responsible manner;
- ◆ Create and maintain public confidence in the Authority’s operations and staff;
- ◆ Ensure that the facilities owned and managed by the WHA are marketable in the community and are appealing to residents;
- ◆ Enable the WHA staff to improve their performance through appropriate vision, education, training and career development;
- ◆ Maintain a level of communications between employees, referral agencies, residents and the general public to provide up-to-date and responsive service to the public served by the WHA;
- ◆ Establish performance goals that meet or exceed industry standards and that optimize the use of available resources to achieve its performance objectives; and
- ◆ Assist the city, state and national governments in identifying and addressing housing needs.

# Table of Contents

## **SPECIFICATIONS**

I.	Introduction .....	4
II.	Qualifications.....	4
III.	Term of Contract.....	4
IV.	Technical Specifications.....	4-5
V.	Selection Process.....	5
VI.	Evaluation Process.....	5-6
VII.	Submission Requirements.....	6

## **FOR REVIEW**

Legal Notice-Request for Proposals.....	7
Mandatory Affirmative Action Language.....	8
Americans with Disabilities Act of 1990 Language.....	9
Business Registration Certificate Information.....	10

## **FORMS REQUIRING SIGNATURES**

Proposal Form.....	11
Stockholder Disclosure Certification.....	12
Non-Collusion Affidavit.....	13

## **ADDITIONAL INFORMATION**

Proposal Checklist.....	14
Appendix A-Sample Contract.....	15-17

**REQUEST FOR PROPOSAL (RFP)**  
**HOUSING AUTHORITY OF THE TOWNSHIP OF WOODBRIDGE**  
**GENERAL COUNSEL**

**I. INTRODUCTION** - The Housing Authority of the Township of Woodbridge (Authority), New Jersey is seeking proposals from attorneys or law firms to serve as the Authority's General Counsel for the period commencing **August 1, 2021 through July 31, 2022**. The contract shall be renewable for one additional year at the agreement of both parties. Proposals will be ranked using a competitive proposal evaluation factor system with corresponding relative weights.

Please note that a Labor Counsel has been retained for labor related legal matters, and the General Counsel retained as a result of this RFP shall not be responsible for labor matters.

Attorneys submitting proposals to the RFP must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency

**II. QUALIFICATIONS** - Respondents to this RFP must be licensed to practice law in the State of New Jersey, must be experienced in representing local Housing Authorities, understand HUD funded programs and related federal regulations, be familiar with the Title 24 of the Federal Code of Regulations, State of New Jersey and municipal law and regulations pertaining to the business and activities of local housing authorities, including but not limited to procurement.

**III. TERM OF CONTRACT** - The term of this contract period shall be for a one (1) year period commencing August 1, 2021 through July 31, 2022 and shall be renewable for one additional year at the agreement of both parties. All contract obligations shall prevail for at least 90 days after the effective date of the contract. For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

**IV. RESPONSIBILITIES AND DUTIES OF GENERAL COUNSEL**

Responsibilities and duties of General Counsel inclusive in the Annual Retainer shall be:

1. Counsel shall confer with and provide legal advice to the members and staff of the Authority and handle all routine litigation.
2. Counsel shall attend all Public Meetings (regular and special) and Executive Sessions of the Board of Commissioners. Counsel shall prepare Minutes of the Executive Sessions and supervise, as to legality, the official minutes of the Authority.
3. Counsel shall prepare and/or review, as requested, Board of Commissioner Resolutions and Motions.
4. Counsel shall opine on the legality of the substantive matters of resolutions and motions of the Board of Commissioners.
5. Counsel shall submit to the Board of Commissioners a quarterly report of all pending litigation and other matters being handled.
6. Counsel shall review, as requested, all specifications for bids and/or quotations for legal compliance.
7. Counsel shall advise and assist the Authority in the preparation and/or analysis of all contracts, leases, position papers, and other instruments on certificates as may be required from time to

time and at any time. Counsel shall handle all legal questions arising from or pertaining to all such instruments and certificates including but not limited to the rendering of legal opinions (oral or written) on all matters submitted by the Authority.

8. Counsel shall appear for and represent the Authority in routine litigation matters. A case shall be considered “routine” if it does not require substantial litigation services. Whenever the Attorney is of the opinion that litigation is non-routine, the Authority shall be notified promptly. If it is in agreement with the Attorney’s opinion, the Authority shall retain litigation counsel in accordance with its procurement policy and the HUD Litigation Handbook.
9. “LANDLORD – TENANT” ACTIONS. The Annual Lump Sum Retainer shall include the institution and prosecution to conclusion of 10 actions for the recovery of possession of dwelling units for nonpayment of rent or the collection of rent or any other landlord/tenant lease violation leading to action for the recovery of possession of dwelling units. In addition to the lump sum retainer, Counsel shall receive an additional fee for each action for recovery of possession of dwelling units on the collection of rent in excess of 10 actions.
10. Counsel shall be available for “non routine” litigation at the discretion of the Authority. Litigation should be considered non-routine if it requires substantial litigation services beyond those provided in this section. These services will only be authorized in accordance with the Authority’s procurement policy and HUD Litigation Handbook.

## **V. SELECTION PROCESS**

1. The contract will be awarded to the offer submitting the proposal which is most advantageous to the Authority considering price and other criteria as determined by the Authority in accordance with the Evaluation Factors contained in Section VI below.
2. The proposal must include the resumes of the individual(s) who propose to represent the Authority and at least five recent references (housing authorities most preferred, similar businesses next preferred) which contain business name, address, telephone number and name of contact person. The Evaluation Committee may contact any and all references to verify or clarify knowledge and or experience in evaluated areas as demonstrated with other clients.

## **VI. EVALUATION PROCESS-COMPETITIVE PROPOSAL EVALUATION SYSTEM**

All proposals will be evaluated by an Evaluation Committee in accordance with the following factors and requirements:

### **FACTORS:**

- a. 25 Points: Experience with laws/regulations of State/Federal Public Housing Agencies (PHAs) as well as the business aspects a NJ Housing Authority. Evidence of experience shall be submitted for the following: NJ and Federal Public Contracts and Procurement Laws, NJ local government ethics laws, Right-to-know laws, NJ Local Housing Authorities Law, HUD’s Procurement Regulations, Open Public Meeting Law and Regulations, Davis Bacon laws, rules and regulations.
- b. 25 Points: Experience in Landlord – Tenant matters in a PHA setting. Evidence of experience shall be submitted for the following: Federal and State Housing Quality

Standards, Landlord/tenants laws, One Strike and You're Out, New Jersey Anti Eviction Statute.

- c. 20 Points: Experience in financial obligations and affiliations of PHAs. Evidence of experience shall be submitted for the following: Non-Profits (Woodbridge Affordable Housing Corporation, for example), Public Housing Authority Joint Insurance Fund (PHAJIF), Inter-local Agreements, Redevelopment, Energy Services Companies (ESCOs), Rooftop rental of communication antennae.
- d. 20 Points: Experience in representing local housing authorities, and understanding of HUD funded programs and related federal programs. Evidence of successfully advising and representing local PHAs, as well as having thorough knowledge and experience of HUD programs and related federal programs shall be submitted.
- e. 10 Points: Price. Relative points shall be given for all prices submitted.

### **VIII. SUBMISSION REQUIREMENTS**

- 1. Interested firms shall submit one original copy of their entire proposal to Donna Brightman, Executive Director, Woodbridge Housing Authority, 800B Bunns Lane, Woodbridge, NJ 07095 no later than 2:00 PM prevailing time on Thursday, July 15, 2021 by mail or delivery. The proposals must be sealed in an envelope clearly marked "**General Counsel-Do not open before 2:00 PM on 7/15/21**" with the Respondent's name, address, telephone number and fax number.
- 2. The resumes of the individual(s) who propose to represent the Authority and at least five recent references (housing authorities most preferred, similar businesses next preferred) which contain business name, address, telephone number and name of contact person. The Evaluation Committee may contact any and all references to verify or clarify knowledge and or experience in evaluated areas as demonstrated with other clients.
- 3. Detailed explanations of evaluation factors A-D under part VI above.
- 4. A completed bid proposal form (see evaluation factor 5 (E) above).
- 5. A signed Stockholder Disclosure Certification.
- 6. A signed Non-Collusion Affidavit.
- 7. A Business Registration Certificate.

## ***End of RFP Package***

Please be sure you have:

- √ read all instructions
- √ complete the following forms as required
- √ supply all required documentation
- √ accurately address and label/identify your submission
- √ assure timely delivery of completed bid package

Thank you for your interest in the  
Woodbridge Housing Authority.

**LEGAL NOTICE-REQUEST FOR PROPOSALS  
HOUSING AUTHORITY OF THE TOWNSHIP OF WOODBRIDGE  
GENERAL COUNSEL**

The Housing Authority of the Township of Woodbridge, New Jersey (Authority) is seeking proposals from attorneys or law firms to serve as the Authority's General Legal Counsel for the period commencing August 1, 2021 and terminating July 31, 2022. The contract shall be renewable for one additional year at the agreement of both parties. Proposals will be ranked using a competitive proposal evaluation factor system with corresponding relative weights.

Attorneys submitting proposals to the RFP must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.

The RFP may be obtained from [www.WoodbridgeHousingAuthority.org](http://www.WoodbridgeHousingAuthority.org). **SEALED PROPOSALS** in response to this RFP are due no later than 2:00 PM on Thursday, July 15, 2021 and shall be addressed as follows: **PROPOSAL – GENERAL COUNSEL-DO NOT OPEN BEFORE 2:00 PM on 7/15/21.** The Authority is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in the employment or procurement of services. Bidders are required to comply with the requirements of P.L. 1975 Chapter 127 (N.J.A.C. 17:27). The Woodbridge Housing Authority reserves the right to reject any and all proposals.

Advertised: Home News 6/12/21

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)**  
**Goods, Professional Service and General Service Contracts**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Housing Authority of the Township of Woodbridge, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

# **Woodbridge Housing Authority**

## **BUSINESS REGISTRATION CERTIFICATE**

Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

**FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE BEFORE CONTRACT AWARD *WILL* RESULT IN THE DISQUALIFICATION OF YOUR BID!**

# Woodbridge Housing Authority Proposal Form for General Counsel

Counsel agrees to perform all services as outlined in Section IV, Responsibilities and Duties of General Counsel, of the Request for Proposals (RFP) for General Counsel at the following cost:

Annual Lump Sum retainer for the August 1, 2021 to July 31, 2022 term:

\$ \_\_\_\_\_

payable in equal monthly installments of

\$ \_\_\_\_\_

Should the contract be renewed for the August 1, 2022 through July 31, 2023 term, the annual lump sum retainer shall be

\$ \_\_\_\_\_

payable in equal monthly installments of

\$ \_\_\_\_\_

The cost for each action for recovery of possession of dwelling units on the collection of rent in excess of ten (10) actions per year (see section IV-9 of the RFP) shall be \$ \_\_\_\_\_ each for 8/1/21-7/31/22 term and the subsequent renewal term, if awarded.

Counsel's hourly rate for "non-routine" litigation described in Section IV-10 of the RFP shall be \$ \_\_\_\_\_ per hour plus usual and customary expenses for the 8/1/21-7/31/22 term and the subsequent renewal term, if awarded.

## **SUBMITTED BY:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

Email: \_\_\_\_\_

Federal ID# \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

# Woodbridge Housing Authority

## STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership       Limited Liability Corporation       Corporation       Sole Proprietorship  
 Limited Partnership       Limited Liability Partnership       Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)

# Woodbridge Housing Authority NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of Middlesex

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly  
sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Woodbridge Housing Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_.

Subscribed and sworn to before me this day \_\_\_\_\_  
Date

Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Seal)

# PROPOSAL DOCUMENT CHECKLIST

## PROPOSAL DOCUMENT CHECKLIST\*

Required by the WHA	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	One original copy of Entire Proposal	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Evaluation Factors 1-5 Support	
<input type="checkbox"/>	References and Resumes	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Valid State of NJ Business Registration Certificate (before award)	

\*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

# **SAMPLE CONTRACT-Do not submit with your proposal.**

## **AGREEMENT FOR GENERAL COUNSEL**

This AGREEMENT made this 1<sup>st</sup> day of August in the year 2021 by and between

Firm Name  
Address

hereinafter called the "Attorney," and the

Housing Authority of the Township of Woodbridge  
800B Bunns Lane, Woodbridge, NJ 07095

hereinafter called the "Authority".

### **WITNESSETH:**

**WHEREAS**, the Authority has determined to retain the Attorney for act as General Counsel for the Authority and to represent it in various legal matters which may arise in connection with the business and management of its housing units and operations; and

**WHEREAS**, it is the intention and desire of the Authority and the Attorney to comply with all applicable rules, orders and regulations of the Unites States Department of Housing and Urban Development ("HUD") provided that such compliance is in the best interests of the Authority and is required by law;

**NOW, THEREFORE**, in consideration of the foregoing premises and of the following, it is mutually agreed by the Authority and the Attorney as follows:

1. The Authority hereby retains the Attorney as General Counsel for the Authority, and the Attorney hereby accepts such appointment.
2. The Attorney shall perform the following tasks:
  - a) Counsel shall confer with and provide legal advice to the members and staff of the Authority and handle all routine litigation;
  - b) Counsel shall attend all Public Meetings (regular and special) and Executive Sessions of the Board of commissioners. Counsel shall prepare Minutes of the Executive Sessions and supervise, as to legality, the official minutes of the Authority;
  - c) Counsel shall prepare and/or review, as requested, Board of Commissioner Resolutions and Motions;
  - d) Counsel shall opine on the legality of the substantive matters of resolutions and motions of the Board of Commissioners;
  - e) Counsel shall submit to the Board of Commissioners a quarterly report of all pending litigation and other matters being handled;
  - f) Counsel shall review all specifications for bids and/or quotations for legal compliance;
  - g) Counsel shall advise and assist the Authority in the preparation and/or analysis of all contracts, leases, position papers, and other instruments on certificates as may be required from time to time and at any time. Counsel shall handle all legal questions arising from or

pertaining to all such instruments and certificates including but not limited to the rendering of legal opinions (oral or written) on all matters submitted by the Authority;

- h) Appear for and represent the Authority in Court in routine litigation, as provided hereinafter;
- i) Institute and bring to successful conclusion in a Court of original jurisdiction all actions for the recovery of possession of dwelling units or for the collection of rent; and
- j) Be available for non-routine litigation service in accordance with Section 4 of this agreement.
- k) "LANDLORD – TENANT" ACTIONS. The Annual Lump Sum Retainer shall include the institution and prosecution to conclusion of 10 actions for the recovery of possession of dwelling units for nonpayment of rent or the collection of rent or any other landlord/tenant lease violation leading to action for the recovery of possession of dwelling units. In addition to the lump sum retainer, Counsel shall receive an additional fee for each action for recovery of possession of dwelling units on the collection of rent in excess of 10 actions.

3. This contract shall be in effect for one (1) year and shall be renewable for one additional year at the agreement of both parties. The Authority shall pay the Attorney for the above services, for the period of August 1, 2021 through July 31, 2022 for the sum of \$\_\_\_\_\_ (\_\_\_\_\_) annually divided in twelve (12) equal monthly installments of \$\_\_\_\_\_ (\_\_\_\_\_) per month, and, in addition, reimburse all reasonable and necessary expenses paid out or incurred by the Attorney on behalf of the Authority in connection with providing such services.

Should the contract be renewed for one additional year, the Authority shall pay the Attorney for the above services, for the period of August 1, 2022 through July 31, 2023 the sum of \$\_\_\_\_\_ (\_\_\_\_\_) annually divided in twelve (12) equal monthly installments of \$\_\_\_\_\_ (\_\_\_\_\_) per month, and, in addition, reimburse all reasonable and necessary expenses paid out or incurred by the Attorney on behalf of the Authority in connection with providing such services.

Counsel shall receive an additional fee of \$\_\_\_\_\_ for each action for recovery of possession of dwelling units on the collection of rent in excess of 10 actions (per year) as per 2.k above.

4. In the event the Authority requests the attorney to represent it in "non routine" litigation, the Attorney shall be compensated at the hourly rate of \$\_\_\_\_\_ per hour plus usual and customary expenses. A case shall be considered routine unless it requires substantial litigation services. Whenever the Attorney is of the opinion that litigation is non-routine, he shall promptly notify the Authority. If the Authority is in agreement, it shall engage litigation Counsel in accordance with its procurement policy and shall utilize the Attorney only if to do so is most advantageous to the Authority in accordance with said policy. It is understood that the Authority may retain other attorneys to represent it in matters relating to any housing authority litigation in accordance with its procurement policy and the HUD Litigation Handbook. The Authority and the Attorney will comply with all applicable contractual obligations, rules, orders and regulation of HUD, provided that such compliance is in the best interest of the Authority and is required by law, with respect to the furnishing of non-routine legal services.
5. The Authority and the Attorney agree to be bound and do hereby bind themselves as far as duties required from the Attorney and payment therefore by the Authority, to the applicable regulations of HUD, provided that such regulations are binding upon the Authority under the law.

6. Notwithstanding anything to the contrary herein, the parties specifically agree that this Agreement shall not be deemed to create the relationship of employer and employee between the Authority and the Attorney, respectively and no rights or privileges of any employee of the Authority shall inure to the Firm hereby.
7. The Authority may terminate this Agreement for failure or refusal of the Attorney to perform to the satisfaction of the Authority the services agreed upon herein. In such event, any termination and cancellation of this contract shall be upon written notice to the Attorney, and in such event, the Attorney shall be entitled to receive compensation as specified herein for all services completed prior to such termination or cancellation. An equitable adjustment shall be made to compensate the Attorney for services performed but not completed based on an amount which shall be pro-rated monthly in accordance with the monthly amount as set forth in this contract.
8. No member, officer, or employee of the Authority during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
9. No member of or Delegate of the Congress of the United States of America or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefits which may arise therefrom.
10. This Agreement shall extend to and be binding upon the successors and assigns of the Authority.

**IN WITNESS WHEREOF**, the Authority and the Attorney have hereunto set their hands and seals of the Authority this 1<sup>st</sup> day of August, 2021.

HOUSING AUTHORITY OF THE  
TOWNSHIP OF WOODBRIDGE

BY: \_\_\_\_\_  
DONNA F. BRIGHTMAN  
Executive Director

ATTORNEY

BY: \_\_\_\_\_  
ATTORNEY signature

ATTEST:

\_\_\_\_\_

Seal

\_\_\_\_\_  
Print Name/Title