

Housing Authority of the Township of Edison
AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into this _____ day, _____ 2019,
by and between the Housing Authority of the Township of Edison, New Jersey,
(the "Authority") and _____, with offices at

_____ (the "Attorney"),

WHEREAS, the Authority is currently operating 160 units of low-rent public housing located in New Jersey and a Section 8 Housing Choice Voucher Program, and

WHEREAS, continuing legal services will be required by the Authority in connection with the operation and management of the aforesaid projects and any other projects subsequently constructed or otherwise acquired by the Authority (all such projects are hereinafter referred to as the "projects"), and

WHEREAS, the parties hereto desire to fix in writing their respective rights and obligations:

NOW, THEREFORE, in consideration of the foregoing premises, it is mutually agreed between the parties hereto as follows:

The Authority hereby engages the Attorney as legal counsel for the period beginning on November 1, 2019 and ending on October 30, 2020

Either party may terminate and cancel this contract upon thirty (30) days written notice to the other; and, in such event, the Attorney shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation. An equitable adjustment shall be made to compensate the Attorney for services performed and not completed as of the date of such termination.

Attorney will attend all Authority meetings (Regular, Special or Emergency) and supervise as to the legality of the official Minutes of the Authority.

Attend committee meetings when requested.

Confer with and advise the Officers of the Authority, the Board and Executive Director on legal matters when requested.

Advise and assist the Board and/or Executive Director in the preparation of all legal documents, papers, contracts, specifications, bonds, waivers and such other legal

drafting as may be required from time to time.

Advise and consult with all parties having dealings with the Authority of a legal nature.

Appear for and represent the Authority in Court in all litigated matters (except as herein otherwise provided).

Approve the legality of contracts.

Handle all legal questions and matters arising under contracts of the Authority and render legal opinions on all matters by the Authority.

Give notice to and consult with the Authority's insurance carriers in all cases of injury to person or property involving the Authority.

Review and approve all documents pertaining to temporary and permanent financing relating to all projects covered by this Agreement.

Prepare resolutions for Board meetings.

The Authority agrees to pay the Attorney as full compensation for service To be rendered under this contract at an annual fee of _____ (\$) payable in twelve (12) equal monthly installments of

In addition to the compensation provided in Section 14 of this Agreement, the Attorney shall receive an additional fee of:

A fixed fee of \$ included for each holdover tenancy

A fixed fee of \$ included for each non-payment tenancy

16. Appear and represent the Authority in all routine litigation. A case shall be considered "routine" if it does not require substantial litigation services. Whenever the Attorney or the Authority is of the opinion that litigation is not routine, the Authority

shall be notified promptly by the Attorney. If the Authority is in agreement with the Attorney's opinion, the Authority shall retain special litigation counsel in compliance with 24 CFR, Part 85 and HUD Litigation Handbook 1530.1 Rev. 4.

17. Where legal services are required by the Authority that are not routine or "routine" per Section 16 and exclusive of Section 15, the compensation for said services rendered by the Attorney will be based upon the following schedule:

Per Hour Rate

Attorney \$ _____
Paralegal \$ _____
Law Clerk \$ _____

Note: Per Section 16 & 17, legal services will not be initiated by the Attorney without the prior approval of the Authority.

The Authority shall reimburse said attorney for reasonable and necessary travel and sustenance expenses in connection with performance of the Attorney's duties hereunder outside the boundaries of the jurisdiction(s) in which said Authority is authorized by law to operate the projects. Such reimbursement shall be limited to the amount allowed under the Travel & Sustenance Policy of the Authority current at the time the travel performed provided the same is consistent with the United States Department of Housing & Urban Development (HUD) policy.

The Authority shall reimburse said Attorney for reasonable and necessary expenses and disbursements incurred with the approval of the Authority, in connection with legal services rendered hereunder, including, but not limited to, court costs, witness fees and recording fees, but not including the Attorney's office or overhead expenses.

This is the entire Agreement between the parties pertaining to the matter set forth herein, and all previous Agreements pertaining to Legal Services and compensation are hereby rescinded and terminated.

No member, officer or employee of the Authority during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof

No member of or Delegate to the Congress of the United States of America, shall be admitted to any share or part of this contract or to any benefits which may arise therefrom.

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, and no rights or privileges of an employee of the Authority shall inure to the Attorney hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hand and seals on the date first mentioned above.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

BY: _____

Deborah M. Hurley, Executive Director

ATTEST: _____

ATTORNEY