

AGREEMENT FOR MANAGEMENT LEGAL SERVICES

THIS AGREEMENT, dated **December 15, 2014**, is by and between the Housing Authority of the City of Union City (hereinafter called the "Local Authority") and (hereinafter called the "Attorney" or "Contractor").

WITNESSETH:

WHEREAS, the Local Authority is currently operating low-rent public housing, identified as Projects NJ26-1-2-3- 4 in the City of Union City, County of Hudson, State of New Jersey in addition to numerous low cost, Section 8, modernization program units, and Veteran Housing, and

WHEREAS, continuing legal services will be required by the Local Authority in connection with the operation and management of said projects and any other projects subsequently constructed or otherwise required by Local Authority; and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Local Authority hereby engages the Attorney as legal counsel and the Attorney accepts said employment under the terms and conditions hereinafter set forth.
2. The Attorney agrees to render all legal services which the Local Authority may require in the operation and management of said projects so long as this Contract remains in effect.
3. **This Agreement shall be effective December 15, 2014, and continue until December 14, 2015.**
4. The Local Authority hereby agrees to pay the Attorney as compensation for the "usual" services of the Local Authority to be rendered under this contract for an annual fee of \$ 24,000.00 payable in 12 equal monthly installments. Said "usual" management legal services shall be limited to the following:
 - A. Attending the regularly scheduled monthly meetings of the Local Authority and supervision, as to legality, of compliance with the Open Public Meetings Act, including supervision of the official minutes of the Local Authority for those regularly scheduled monthly meetings.
 - B. The drafting of all resolutions.
 - C. Advice and assistance to the Local Authority in the preparation of all legal documents, papers, bonds, waivers, bids and review of bids, other legal drafting as may be required from time to time.

D. Advice and assistance to the Local Authority regarding contracts, the review of any contracts or proposed contracts, the approval of the legality of contracts, specifications, bids, preparation and/or review of bids and bid specifications, and the handling of all legal questions arising under contracts or proposed contracts of the Authority.

E. Telephone conferences with the officers, employees and members of the Local Authority regarding legal matters when requested in reference to the above.

5. In addition to the compensation to be paid by the Attorney for services rendered as set forth in paragraph 4 of this Agreement, the Local Authority hereby also agrees to pay the Attorney at the rate of \$ 145.00 per hour for attorney legal services, which include but shall not be limited to the following:

A. Attendance at special meetings, special caucuses or any other Local Authority meetings other than the regularly scheduled monthly meetings; meetings with the officers, employees and members of the Local Authority regarding any and all issues relating to the Local Authority other than those issues and services described in paragraph 4 of this Agreement; and conferring with and advising the said officers, employees and members of the Local Authority on legal matters.

B. Communicating with all parties having dealings with the Authority of a legal nature.

C. Appearance for and representation of the Local Authority in all litigation except as provided elsewhere in this Agreement. Said services for litigation shall include but not be limited to all necessary court appearances, preparation, telephone and in person conferences, the preparation, drafting and service of all pleadings, discovery materials, briefs, interrogatories, depositions and the like and shall include all time for services rendered and performed in preparation for litigation along with the actual litigation itself.

D. The handling of all legal questions and matters regarding the Local Authority arising from any source or form (other than items covered in paragraph 4), and the rendering of legal opinions on all matters submitted by the Local Authority.

E. The giving of notice and consulting with the Local Authority's insurance carriers in all cases of injury to person or property involving the Local Authority and the preparation and/or review of documentation, interrogatories, depositions or the like regarding such cases involving the Local Authority.

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

6. In addition to the compensation provided for in paragraphs 4 and 5 of this agreement, the Local Authority hereby agrees to pay to the Attorney, at the rate of \$ 125.00 per hour for all services rendered for each eviction or eviction matter filed or reviewed on behalf of the Local Authority.

7. The Local Authority shall compensate the Attorney for necessary traveling and subsistence expenses in connection with the performance of the duties of said Attorney outside the area within which said Local Authority is authorized by law to operate. Such compensation shall be limited to the amount allowed in accordance with the Travel Regulations of the Local Authority Personnel Policy current at the time the travel is performed.

8. The Local Authority shall reimburse said Attorney for expenses and disbursements, incurred with the approval of the Local Authority, in connection with legal matters handled by the Attorney such as court costs, witness fees, recording fees, etc., but not including the Attorney's office or overhead expenses.

9. Legal fees including costs and expenses, pursuant to this Agreement, shall not exceed \$ 20,000.00, unless said amount is increased by resolution of the Local Authority.

10. All previous agreements pertaining to Management Legal Services and compensation in connection with said projects by and between the parties hereto are hereby rescinded and terminated.

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

12. 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.

13. Notwithstanding anything to the contrary herein, the parties specifically agree that this Agreement shall not be deemed to create the relationship of employer-employee between the Local Authority and the Attorney respectively, and no rights or privileges of an employee of the Authority shall inure to the Attorney hereby.

14. The provisions set forth in attached Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction, are incorporated herein by reference.

15. Pursuant to N.J.S.A. 10:5-31 et sec. (P.L. 1975, c. 127, as amended), and N.J.A.C. 17:27-1 et sec , the Attorney agrees to the terms of the Mandatory Affirmative Action Language set forth below. Upon the execution of this Agreement, the Attorney will submit a Federal Affirmative Action Plan Approval, a Certificate of Employee Information Report, or a Complete Affirmative Action Employee Information Report (AA 302).

Mandatory Affirmative Action Language

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 forth 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 shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. The Attorney shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). Law Firm shall provide a copy of its business registration upon execution of this Agreement. The Attorney, as a contractor of the Local Authority agrees to the following mandatory language:

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et s.), or the Public School Contracts Law (N.J.S.A. 18A: 18A- 1, et sM.)

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

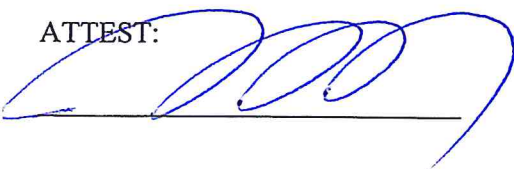
For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(8)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency


17. This Agreement shall be binding upon the parties and shall only be changed by a written agreement signed by all parties.

HOUSING AUTHORITY OF THE
CITY OF UNION CITY


ATTEST:




BY:


Virgilio Cabello
Executive Director

ATTEST:


Jessica Flores, Legal Assistant

BY:


JULIO C. MOREJON, ESQ.
PRESIDENT OF LAW OFFICES
OF JULIO C. MOREJON, P.C.