

PARTNER

Perth Amboy Development Team for Neighborhood Enterprise and Revitalization

881 Amboy Avenue, P.O. Box 390, Perth Amboy, New Jersey 08862

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Board Members: E. Dorothy Carty-Daniel, President
Fernando A. Gonzalez
Hector Motta
Gregory Pabon
Josephine Smith
John Anagnostis
Gloria Guzman

General Legal Counsel

Scope of Services

Hansen RAD, LLC

Proposals due by 2:00 p.m. on Tuesday, June 18, 2024

GENERAL LEGAL COUNSEL FOR HANSEN RAD, LLC

INTRODUCTION - It is PARTNER's desire to retain and employ a duly qualified attorney to act as General Counsel all legal matters which may arise in connection with the business and management of housing complex known as Hansen RAD, LLC. All legal services must be provided in the best interest of PARTNER and as is required by law. PARTNER currently manages 147 Section 8 project based vouchers recently converted to RAD by the Housing Authority of the City of Perth Amboy.

The scope of legal services being requested is as follows and will relate to only Hansen RAD, LLC:

1. Review and approve the legality of contracts and all payments therein for Hansen RAD, LLC.
2. Handle all ordinary legal questions and matters of management arising under contracts of Hansen RAD, LLC.
3. Supervise the defense of Hansen RAD, LLC of all claims for personal injury and property damage.
4. Institute and bring to successful conclusion in a court of original jurisdiction all action for recovery of possession of dwelling units or for the collection of rent on behalf of Hansen RAD, LLC.
5. Attend any and all meetings that involve Hansen RAD, LLC.
6. See sample contract attached for other services required.

QUALIFICATIONS- Respondents must be licensed to practice law in the State of New Jersey, be experienced in State of New Jersey and municipal law and regulations pertaining to the business and activities of not for profits, including but not limited to procurement. Must also have extensive experience with New Jersey and local tenancy laws.

PROPOSAL SUBMISSION REQUIREMENTS - All qualified candidates interested in submitting a proposal for General Legal Services shall submit a written proposal based upon the Attorney Engagement Agreement included herein from July 1, 2024 through June 30, 2025. Firms shall submit a detailed, itemized invoices monthly for Hansen RAD, LLC.

Public Notice-Perth Amboy Housing Authority Request for Proposals

General Counsel

The Perth Amboy Development Team for Neighborhood Enterprise and Revitalization (PARTNER), New Jersey (Authority), is seeking proposals from qualified attorneys or law firms to be retained as PARTNER's general legal counsel on behalf of Hansen RAD, LLC for the period commencing July 1, 2024 to June 30, 2025 with the option to renew for an additional year. Attorneys submitting proposals in response to the Request for Proposals (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 the Perth Amboy Authority's website at www.PerthAmboyHA.org. Sealed proposals must be submitted by 2:00 PM on Tuesday, June 18, 2024 at the Authority offices located at 881 Amboy Ave., PO Box 390, Perth Amboy, NJ 08862. PARTNER 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). PARTNER reserves the right to reject any and all proposals.

ATTORNEY ENGAGEMENT AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between _____ (hereinafter referred to as "Sponsor") and _____ (hereinafter referred to as the "Attorney").

WITNESSETH:

WHEREAS, the Attorney desires employment to render legal services and assistance to Sponsor as Counsel for various matters affecting the occupancy and/or operation of _____ (hereinafter referred to as "Development"); and

WHEREAS, Sponsor desires to engage the Attorney to provide legal assistance and services for the various matters which may from time to time affect the operation and/or occupancy of the Development; and

WHEREAS, the Attorney has or will advise Sponsor on legal matters arising out of our during occupancy and/or operation of the Development;

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

**The form is not to be used for items set forth under Section F2.*

- A. Employment: Sponsor hereby employs the Attorney as Counsel and the Attorney hereby accepts such employment as Counsel to provide such services as Sponsor shall direct the Attorney to provide upon the terms and conditions herein set forth.
- B. Time of Performance: The services of the Attorney set forth herein shall be on an annual basis, commencing on _____ and continuing until _____

C. Services:

1. General Legal Matters — The Attorney agrees to perform necessary legal services in connection with and respecting the operation of the Development including, but not limited to the following activities:
 - (a) Advising the Sponsor with regard to the rules and regulations of the Development, the New Jersey Housing and Mortgage Finance Agency and, if applicable, the Department of Housing and Urban Development.
 - (b) Advising the Officers and Directors on elections as provided by the By-Laws or Partnership Agreement of Sponsor and supervision of elections of all Officers and Directors.
 - (c) Preparation and filing of any necessary reports, forms and other documents required by law.
 - (d) Advising the Sponsor with regard to legal matters related to Development bank accounts, resolutions, duties of officers, directors and employed personnel.
 - (e) Preparation and review of contracts and purchase orders to which the Sponsor is a party.
- (f) Advising the Sponsor and Managing Agent with regard to tenant and lease matters, but not including summary dispossess actions for lease violations.
 - (g) Such other services as the Sponsor may direct to be performed in connection with and respecting the operation of the Development.

2. Tenancy Matters - The Attorney, at the direction of the approved Managing Agent, agrees to undertake all necessary actions to enforce the terms of leases, collect rents, or dispossess tenants.

D. Compensation:

1. For services rendered by the Attorney under the applicable provisions of this Agreement, the Attorney shall be paid in accordance with the following terms:
 - (a) Under Section C-1 (General Legal Matters), if applicable, the

Attorney agrees to render services at a rate of _____ dollars (\$_____) per hour.

(b) Under Section C-2 (Tenancy Matters), if applicable, the Attorney will be compensated for routine tenancy matters, including summary dispossess actions in which court appearance is required, at a rate of \$_____for the first two (2) cases presented on a given day. If more than two (2) cases are presented on the same day, the Attorney will be compensated \$_____for each additional case. Further, the Attorney can be compensated for tenancy cases prepared for trial, but resolved prior to an actual court appearance, at a rate of \$_____per case.

2. The fee schedules shown above include overhead. Expenses such as photocopying, travel, postage, filing fees, transcripts, expert witnesses, etc, will be reimbursed on a dollar for dollar basis and are to be billed as incurred.

3. The Attorney shall submit to the approved managing agent an invoice for amounts due under the appropriate provision(s) of this agreement for payment. The invoice should set forth the name and title of each person providing the services, except for tenancy matters covered under D-1 herein. The date and specific services rendered and the exact time spent for which payment is requested and a detailed description of any overhead expenses incurred for which reimbursement is allowed must be shown. The Sponsor also reserves the right to require additional information and documentation as it deems necessary.

E. Approvals: The form and contents of this Agreement are subject to the approval of the New Jersey Housing and Mortgage Finance Agency, and its form is subject to the approval of the Attorney General of the State of New Jersey.

F. Conditions: The services outlined above shall be subject to the following conditions:

1. Sponsor shall have the power to determine what specific services shall be performed or not be performed by the Attorney within the scope of this Agreement.

2. The scope of the Agreement is intended to related solely to matters concerning the normal operation and/or occupancy of the Development. It is not intended to include such matters as income tax issues of the Owner or extensive or general complex litigation on mortgage loan closeouts or matters requiring special expertise. Such matters are outside the scope of this Agreement and must be specifically set forth in a separate agreement and authorized in advance by the Agency if to be paid from any Agency supervised account. Routine tenancy matters are within the scope of Section C-2 of this agreement.

3. Sponsor, its Managing Agent and employees shall cooperate with the Attorney and provide the Attorney with all documents, records, and other information required to assist the Attorney in carrying out his or her duties and responsibilities to the Development.

4. The Sponsor shall not impose duties or constraints of any kind which would require the Attorney to infringe or violate the ethics of the professional, any local ordinance, any statute of the State of New Jersey or any of the Rules Governing the Courts of the State of New Jersey.

5. The Attorney agrees to follow and abide by the ethics of the profession as well as all federal, state and municipal laws and ordinances relating to the performance of the duties set forth herein and all New Jersey Housing and Mortgage Finance Agency policies, regulations, and procedures.

6. The Attorney acknowledges that he/she has no present ownership or other interest in the operation of the Development except pursuant to this Agreement.

G. Entire Agreement: This Agreement constitutes the entire agreement between the parties and may only be altered by a written amendment signed by both parties and approved by the New Jersey Housing and Mortgage Finance.

IN WITNESS WHEREOF, Sponsor and Attorney have executed this Agreement this

_____ day of _____, 20_____.

ATTORNEY

By: _____
Name (Print or Type)

WITNESS:

Signature

Signature

SPONSOR

Signatory for Sponsor certifies that this contract has been executed with the full knowledge and authority of the Sponsor.

By: _____
Name (Print or Type) Title

ATTEST:

Signature

Signature

NEW JERSEY HOUSNG AND MORTGAGE FINANCE AGENCY
APPROVED

By:_____

Approved as to form
Attorney General
State of New Jersey