

PARTNER

Perth Amboy Development Team for Neighborhood Enterprise and Revitalization

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

Tel: (732) 826-3110 Fax: (732) 826-3111

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

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

GENERAL LEGAL COUNSEL

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 its various housing programs. All legal services must be provided in the best interest of PARTNER and as is required by law. PARTNER currently manages 360 Section 8 project based vouchers recently converted to RAD by the Housing Authority of the City of Perth Amboy. The developments managed are as follows:

- 1) Dunlap RAD, LLC – 213 units
- 2) Hansen RAD, LLC – 147 units

In addition, PARTNER receives grants from Wells Fargo Regional Foundation to support a Gateway Revitalization Plan and also is involved with building homes in joint venture with the Plainfield/Middlesex County Habitat for Humanity. PARTNER solicits various entities for grants and loans to help further its mission.

The scope of legal services being requested is as follows and will relate to all applicable PARTNER programs:

1. Attend all meetings of the Board of PARTNER (Board) and meetings with staff or Board members as requested by the Board or Executive Director.
2. Supervise, as to legality of the official minutes of PARTNER.
3. Give general advice and assistance to the Board members and staff of PARTNER with respect to ordinary business of PARTNER.
4. Review and approve the legality of contracts and all payments therein.
5. Handle all ordinary legal questions and matters of management arising under contracts of PARTNER.
6. Supervise the defense by PARTNER of all claims for personal injury and property damage.
7. 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 Dunlap RAD, LLC and Hansen RAD, LLC.

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 a lump-sum retainer. PARTNER may

exercise its right to extend this contract for an additional year and, therefore, all proposals are required to include the cost of a second year in their submission. All fees must be reasonable and contain an itemization of any requested reimbursable. (Payment schedule will be established by PARTNER). The proposal shall contain an hourly rate for services, which would be considered extraordinary in scope and outside the basic retainer.

Proposers shall submit an annual fee that will represent the full compensation for services to be rendered under this contract from July 1, 2024 through June 30, 2025 as well as July 1, 2025 through June 30, 2026 should PARTNER exercise the option to extend the contract for an additional year. The retainer needs to be broken down into three components for billing purposes:

- 1) Partner General Legal Counsel
- 2) Dunlap RAD LLC
- 3) Hansen RAD, LLC

Attorney shall include an hourly rate for “non-routine” litigation at the discretion of PARTNER. Litigation should be considered non-routine if it requires substantial litigation services beyond those provided in the scope of services listed above. Include all applicable hourly rates in this section.

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 for the period commencing July 1, 2024 to June 30, 2025 with the option to renew for an additional year. All legal services must be provided in accordance with the existing rules, orders, directives and regulations promulgated by the U. S. Dept. of Housing and Urban Development, provided that such compliance is in the best interest of the Authority and are required by law. 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. 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 Authority reserves the right to reject any and all proposals.

PARTNER

AGREEMENT FOR LEGAL SERVICES (SAMPLE)

THIS AGREEMENT made the _____ day of _____ by and between:

PARTNER
881 Amboy Ave., PO Box 390, Perth Amboy, NJ 08862

hereinafter called “PARTNER” and

Firm Name
Address

hereafter called the “Attorney”.

WITNESSETH:

WHEREAS, PARTNER currently manages 360 Section 8 project based vouchers recently converted to RAD by the Housing Authority of the City of Perth Amboy through developments known as Dunlap RAD, LLC with 213 units and Hansen RAD, LLC with 147 units; and

WHEREAS, PARTNER receives grants from Wells Fargo Regional Foundation to support a Gateway Revitalization Plan, is involved with building homes in joint venture with the Plainfield/Middlesex County Habitat for Humanity and solicits various entities for grants and loans to help further its mission; and

WHEREAS, continuing legal services will be required by PARTNER connection with the operation and management of the aforesaid projects and any other projects subsequently constructed or otherwise acquired by PARTNER all such projects are hereinafter referred to as the “projects”; and

WHEREAS, the parties hereto desire to set forth in writing their respective rights and obligations.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PARTNER 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 PARTNER may require in the operation and management of said projects so long as this contract remains in effect.
3. This contract shall be in effect for the period beginning on **July 1, 2024 and ending June 30, 2025** and shall be renewable for one additional year ending June 30, 2026 upon the agreement of both parties. 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 but not completed as of the date of such termination or cancellation.
4. Legal services to be provided under this Agreement shall include, but shall not be limited to the following:
 - a. Attending all meetings of the Board of PARTNER (regular or special) and supervision, as to legality, of the official minutes of the Board.
 - b. Attendance at Board meetings when requested.

- c. Conferring with and advising the officers, employees and members of the Board on legal matters when requested.
 - d. Advise and provide assistance to PARTNER in the preparation of all legal drafting papers, contracts, specifications, bonds, waivers and other legal drafting as may be required from time to time.
 - e. Appearance for and representation of PARTNER in all routine litigation. A case shall be considered “routine” if it does not require substantial litigation services. Whenever PARTNER is of the opinion that litigation is not routine, PARTNER shall be notified promptly.
 - f. Approval of the legality of any contract PARTNER enters.
 - g. Handling of all legal questions and matters arising under contracts of PARTNER and rendering of legal opinions on all matters submitted by PARTNER.
 - h. Giving notice to and consulting with PARTNER’s insurance carriers in all cases of injury to person or property involving PARTNER.
 - i. The review and approval of all documents pertaining to temporary and permanent financing of PARTNER projects covered by this agreement.
5. PARTNER agrees to pay the Attorney as full compensation for services to be rendered under this contract and annual fee of _____ dollars (\$_____.__) payable in twelve equal monthly installments of _____ dollars (\$_____.__) from July 1, 2024 through June 30, 2025 and _____ dollars (\$_____.__) payable in twelve monthly installments of _____ dollars (\$_____.__) from July 1, 2025 through June 30, 2026 should PARTNER renew the contract for an additional year.

The retainer needs to be broken down into three components for billing purposes:

- 1) Partner General Legal Counsel-\$_____
- 2) Dunlap RAD LLC-\$_____
- 3) Hansen RAD, LLC-\$_____

- 6. In addition to the compensation provided for in Section 5 of this Agreement, PARTNER shall receive an additional fee of \$ _____ per hour for any legal services considered extraordinary in scope and outside the basic retainer plus court costs.
- 7. PARTNER shall reimburse said Attorney for reasonable and necessary travel and subsistence expenses in connection with performance of the Attorney’s duties hereunder outside the boundaries of the jurisdiction (s) in which PARTNER is authorized by law to operate the projects. Such reimbursement shall be limited to the amount allowed under the Travel and Subsistence Policy of PARTNER current at the time the travel is performed.
- 8. PARTNER shall reimburse said Attorney for reasonable and necessary expenses and disbursements incurred with the approval of PARTNER 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.

9. This is the entire agreement between the parties pertaining to the matters set forth herein, and all previous agreements pertaining to Legal Services and compensation are hereby rescinded and terminated.
10. No member, officer, or employee of PARTNER during his/her tenure or for one year thereafter, shall have any interest, direct or in this contract or the proceeds thereof.
11. 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 there from.
12. 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 PARTNER and the Attorney, and no rights or privileges of any employee of PARTNER shall inure to PARTNER hereunder.

IN WITNESS WHEREOF, PARTNER and the Attorney have caused this instrument to be executed the day and year first written above.

In Presence of:

PARTNER

By _____

Print Name and Title

In Presence of:

Attorney

By _____

Print Name and Title