

**Borough of Highland Park Housing Authority  
242 South 6<sup>th</sup> Avenue Highland Park, NJ 08904**

Phone: (732) 572-4420

Fax: (732) 985-6485

**Donna Brightman, Executive Director**

**Request for Proposals**

For:

**Legal Services**

**From April 1, 2019 - March 31, 2021**

for the

**HIGHLAND PARK  
HOUSING AUTHORITY**

February 2019

**Sealed Proposals due no later than 2:00 PM on Thursday, February 21, 2019**

# **Welcome to the Highland Park 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 Highland Park Housing, New Jersey, was created on May 15, 1956.*

*The Authority is composed of 24 units of family public housing, 100 units of senior citizen public housing and 145 units of Section 8 housing.*

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

## **Mission Statement**

Our aim is to ensure safe, decent and affordable housing; create opportunities for residents’ self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

In order to achieve this mission, we will:

- Recognize the residents as our ultimate customer.
- Improve PHA management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and results-oriented field personnel.
- Seek problem-solving partnerships with PHA, resident, community, and government leadership.
- Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement.
- Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts

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**REQUEST FOR PROPOSALS (RFP)  
HIGHLAND PARK HOUSING AUTHORITY  
LEGAL SERVICES FOR A 2 YEAR PERIOD**

**I. INTRODUCTION**

The Highland Park Housing Authority (Authority), New Jersey is seeking proposals from attorneys or law firms to serve as the Authority's General Legal Counsel for the period commencing **April 1, 2019 and terminating March 31, 2021**. 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 two (2) years commencing April 1, 2019 through March 31, 2021.

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. TECHNICAL SPECIFICATIONS**

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

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.

#### **B. "LANDLORD - TENANT" ACTIONS**

1. Respondent shall submit a separate two-year lump sum retainer proposal as follows: The lump sum retainer will include the institution and prosecution to conclusion of 60 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.
2. 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 60 actions.

#### **C. AVAILABILITY FOR "NON-ROUTINE" LITIGATION**

1. Counsel shall be available for "non-routine" litigation at the discretion of the Authority. Litigation shall be considered as non-routine if it requires substantial litigation services beyond those provided in Subsections A and B above. 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, Public Housing Authority Joint Insurance Fund (PHAJIF), Inter-local Agreements, Redevelopment, the RAD Program and Energy Services Companies (ESCO's).
- 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.

## **VII. SUBMISSION REQUIREMENTS**

1. Interested firms shall submit an original and three (3) copies of their proposals to Donna Brightman, Executive Director, Highland Park Housing Authority, 242 South Sixth Avenue, Highland Park, NJ 08904 no later than 2:00 PM prevailing time on Thursday, February 21, 2019 by mail or delivery. The proposals must be sealed in an envelope clearly marked "**Legal Services-Do not open before 2/21/19 at 2:00 PM**" 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.

Thank you for your interest in the Highland Park Housing Authority

**LEGAL NOTICE-REQUEST FOR PROPOSALS  
HIGHLAND PARK HOUSING AUTHORITY  
LEGAL SERVICES FOR A 2 YEAR PERIOD**

The Highland Park Housing Authority (HPHA), New Jersey is seeking proposals from attorneys or law firms to serve as the Authority's General Legal Counsel for the period commencing April 1, 2019 and terminating March 31, 2021. 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 by downloading from <http://highlandparkhousing.org/> (follow link to Request for Proposals). **SEALED PROPOSALS** in response to this RFP (original and three copies) are due no later than 2:00 PM on Thursday, February 21, 2019 and shall be addressed as follows: **PROPOSAL - LEGAL SERVICES-DO NOT OPEN BEFORE 2:00 PM on 2/21/19**, Highland Park Housing Authority, 242 South Sixth Avenue, Highland Park, NJ 08904. The Highland Park Housing 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 Highland Park Housing Authority reserves the right to reject any and all proposals.

Advertised: Home News – 1/31/19

**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 Highland Park Housing Authority, (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. §12101 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.

# Highland Park 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!**

# Highland Park Housing Authority Bid Proposal Form

The below listed proposals are broken into two parts, one for each of the technical specifications outlined below:

A) Responsibilities and duties of general counsel. Respondent's proposal for the two-year lump sum retainer is

\$ \_\_\_\_\_ ( \_\_\_\_\_ )

payable in twenty-four equal monthly installments of

\$ \_\_\_\_\_ ( \_\_\_\_\_ )

B) "Landlord-Tenant" Actions. Respondent's proposal for the two-year lump sum retainer for sixty (60) actions as described in section IV. B. aforesaid is

\$ \_\_\_\_\_ ( \_\_\_\_\_ )

payable in twenty-four equal monthly installments of

\$ \_\_\_\_\_ ( \_\_\_\_\_ )

Respondent's proposal for the additional fee for each action for recovery of possession of dwelling units on the collection of rent in excess of sixty (60) actions for section IV. B. aforesaid is \$ \_\_\_\_\_ ( \_\_\_\_\_ ) each.

# Highland Park Housing Authority STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Proposal

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 \_\_\_\_\_, 2019.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

# Highland Park 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 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 Highland Park 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 of \_\_\_\_\_, 2019.

Signature

Date

\_\_\_\_\_

\_\_\_\_\_

(Type or print name of affiant under signature)

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

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

(Seal)

# PROPOSAL DOCUMENT CHECKLIST

## PROPOSAL DOCUMENT CHECKLIST\*

Required by the HPHA	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	An Original and 3 copies of entire Proposal	
<input type="checkbox"/>	Proposal Form	
<input type="checkbox"/>	Evaluation Factors 1-4 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 LEGAL SERVICES**

**THIS AGREEMENT** made and entered into this 1st day of April, 2019 by and between:

**THE HIGHLAND PARK HOUSING AUTHORITY  
242 South Sixth Avenue, Highland Park, NJ 08904**

Hereinafter referred to as (the "Authority") and

(Name)  
(Address)

Hereinafter referred to as ("Attorney")

### **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 United 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 5 of this agreement.
3. This contract shall be in effect for two (2) years. The Authority shall pay the Attorney for the above services, for the period from April 1, 2019 through March 31, 2021 a sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ ) for the two year term divided in twenty-four (24) 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.
4. In addition to the foregoing, if this section is completed, the Attorney will be paid a lump sum retainer which will cover the institution and prosecution to conclusion of 60 actions for the recovery of possession of dwelling units for non-payment 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. The two-year lump sum retainer for said services is \$ \_\_\_\_\_ ( \_\_\_\_\_ ) payable in twenty-four (24) equal monthly installments of \$ \_\_\_\_\_ ( \_\_\_\_\_ ). 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 60 actions.
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 the seal of the Authority this \_\_\_\_ day of \_\_\_\_\_, 2019.

**HOUSING AUTHORITY OF THE BOROUGH OF HIGHLAND PARK**

By: \_\_\_\_\_  
Donna F. Brightman, Executive Director

**ATTORNEY**

By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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