

RESOLUTION NO. 5237 GENERAL COUNSEL

**AWARDING CONTRACT
FOR GENERAL COUNSEL
JUNE 1, 2019– MAY 31, 2020**

WHEREAS, the Board of Commissioners ("Board") of the Lakewood Housing Authority ("Authority"), of the Township of Lakewood, in the County of Ocean and State of New Jersey requires professional services for General Counsel to be provided to the Authority; and

WHEREAS, contracts for professional services may be awarded without formal bid, in a Request for Proposals manner, in accordance with the Local Public Contracts Law of the State of New Jersey, relevant HUD regulations, and the Authority's Procurement Policy; and

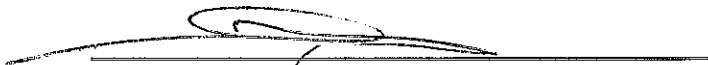
WHEREAS pursuant to this solicitation process two (2) proposals for the provision of these professional services were received and evaluated in accordance with evaluation criteria by the Authority:

- Breslin & Breslin
Hackensack, NJ
- Feinstein, Raiss, Keline, Booker & Goldstein
Livingston, NJ

; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD THAT the Chairperson and Executive Director are hereby authorized to execute a contract effective June 1, 2019, as attached hereto, with the firm of Breslin & Breslin at a cost of 19,620.00, payable in 12 monthly installments of \$1,635.00 from June 1, 2019 – May 31, 2020, in accordance with the applicable specifications as set forth in the Request For Proposals.

I hereby certify that the above is a true copy of the Resolution duly adopted by the Board of Commissioners of the Housing Authority of the Township of Lakewood in the County of Ocean at its Regular Board Meeting held on the 25th day of June 2019.



*Scott E. Parsons, Secretary
Acting Executive Director*

AGREEMENT FOR MANAGEMENT LEGAL SERVICES

THIS AGREEMENT made this 15 day of June, 2019, by and between the Housing Authority of the Township of Lakewood (hereinafter called the "Authority") and Breslin and Breslin, P.A., of Hackensack, New Jersey (hereinafter called the "Attorney");

WITNESSETH:

WHEREAS, the Authority is currently operating 206 units of Project Based Vouchers (formerly Public Housing), in the Township of Lakewood, and 927 units under the Section 8 Housing Choice Voucher Program, which includes a Family Self Sufficiency Program and a Family Unification Program and Project Based Vouchers. In addition, the Authority administers a First Time Homebuyers Program, and,

WHEREAS, in accordance with the procurement requirements established by the Local Authority pursuant to HUD guidelines, the said Attorney has been selected to provide legal services required in connection with the aforesaid projects; and,

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

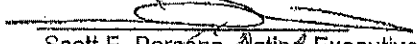
NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

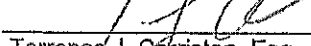
1. The Local Authority hereby engages the Attorney as legal counsel and the Attorney accepts said employment under the terms and conditions hereinafter set forth, effective June 1, 2019.
2. The Attorney agrees to render all legal services which the Local Authority may require in the operation and management of said projects for the term of this Agreement, (One Year), unless cancelled pursuant to Par. 3 below.
3. During the term of this contract either party may terminate and cancel this contract upon 60 days 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, and in addition all equitable adjustments shall be made as to compensation for any substantial amount of work or services performed by him to date of such termination or cancellation but not accepted by the Local Authority. Such services shall be rendered only upon specific request, and shall be limited only to those which will be necessary to the operation and management of the projects, and shall not include such services as may relate to Acquisition of Land for, or the Development of, any project and the review of contract and bid documents for the Capital Fund Program.
4. Legal services to be provided under this Agreement shall include but shall not be limited to the following:
 - A. Attending all Authority meetings (regular or special) and supervision, as to legality, of the official minutes of the Authority.
 - B. Provide follow-up written reports by next meeting regarding legal questions, issues, or other pertinent matters requested at Board Meetings (Regular or Special) or Board Committee Meetings.
 - C. Attendance at Board Committee meetings when requested.
 - D. Conferring with and advising the officers, employees and members of the Authority on legal matters, when requested.
 - E. Advice and assistance to the Authority, upon request, in the preparation of any legal documents, papers, contracts, specifications, bonds, waivers, and such other legal drafting as may be required from time to time.
 - F. Appearance for and representation of the Authority in all routine litigation. A case shall be considered "routine" if it does not require substantial litigation services. Whenever the

Attorney is of the opinion that litigation is not routine, the Local Authority shall be notified promptly. If it is in agreement with the Attorney's opinion the Local Authority shall retain special litigation counsel in evictions, tenant related small claims issues may be awarded under a separate contract.

- G. Approval of the legality of contracts.
 - H. Handling of legal questions and matters arising under contracts of the Authority and rendering of legal opinions on all matters submitted by the Authority.
 - I. Giving notice to and consulting with the Authority's Insurance Carriers in all cases of injury to person or property involving the Local Authority, as requested.
 - J. Review and approval of all documents pertaining to Temporary and Permanent Financing relating to all projects covered by this Agreement.
5. The Local Authority agrees to pay to the Attorney as full compensation for all services to be rendered under this contract an annual fee of \$19,620, payable in twelve (12) equal monthly installments.
 6. The Local Authority shall compensate said Attorney for necessary traveling and subsistence expenses in connection with the performance, outside the area within which said Authority is authorized by law to operate, of the duties of said Attorney. 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.
 7. 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.
 8. 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.
 9. 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.
 10. No member 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.
 11. 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 Authority and the Attorney respectively, and no rights or privileges of an employee of the Authority shall inure to the Attorney hereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the first mentioned above. (Seal)

By: 
Scott E. Parsons, Acting Executive Director

By: 
Terrence J. Corrison, Esq., Attorney

WITNESS:

ATTEST:

RESOLUTION NO. 5238 LANDLORD / TENANT

**RESOLUTION AWARDING CONTRACT
FOR LANDLORD/TENANT ACTIONS
JULY 1, 2019– JUNE 30, 2020**

WHEREAS, the Board of Commissioners ("Board") of the Lakewood Housing Authority ("Authority"), of the Township of Lakewood, in the County of Ocean and State of New Jersey requires professional services for Landlord/Tenant Actions to be provided to the Authority, and

WHEREAS, contracts for professional services may be awarded without formal bid, in a Request for Proposals manner, in accordance with the Local Public Contracts Law of the State of New Jersey, relevant HUD regulations, and the Authority's Procurement Policy, and

WHEREAS pursuant to this solicitation process two (2) proposal for the provision of these professional services were received and evaluated in accordance with evaluation criteria by the Authority:

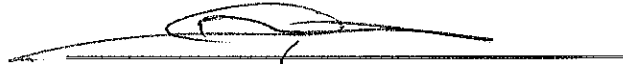
- Breslin & Breslin
Hackensack, NJ
- Feinstein, Raiss, Kelin, Booker & Goldstein
Livingston, NJ

; and

WHEREAS, after careful review it was determined that Breslin & Breslin submitted the most beneficial proposal; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD THAT the Chairperson and the Executive Director are hereby authorized to execute the contract as attached hereto effective June 1, 2019 with the firm of Breslin & Breslin in the amount of \$9,300.00 payable in twelve monthly installments of \$775.00 from July 1, 2019 – June 30, 2020, in accordance with the applicable specifications as set forth in the Request For Proposals.

I hereby certify that the above is a true copy of the Resolution duly adopted by the Board of Commissioners of the Housing Authority of the Township of Lakewood in the County of Ocean at its Regular Meeting held on the 25th day of June 2019.



*Scott E. Parsons, Secretary
Acting Executive Director*

AGREEMENT FOR LEGAL SERVICES
LANDLORD/TENANT ACTIONS

THIS AGREEMENT made this 25 day of June, 2019, by and between the Housing Authority of the Township of Lakewood (hereinafter called the "Authority") and Breslin & Breslin, P.A., of Hackensack, New Jersey (hereinafter called the "Attorney");

WITNESSETH:

WHEREAS, the Authority is currently operating 206 units of Project Based Vouchers (formerly Public Housing), in the Township of Lakewood, and,

WHEREAS, in accordance with the procurement requirements established by the Local Authority pursuant to HUD guidelines, the said Attorney has been selected to provide legal services required in connection with the aforesaid projects for landlord/tenant actions; 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 for tenant/landlord actions and the Attorney accepts said employment under the terms and conditions hereinafter set forth, effective July 1, 2019.
2. The Attorney agrees to render all legal services for landlord/tenant actions which the Local Authority may require in the operation and management of said projects for the term of this Agreement, (One Year), unless cancelled pursuant to Par. 3 below.
3. During the term of this contract either party may terminate and cancel this contract upon 60 days 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, and in addition all equitable adjustments shall be made as to compensation for any substantial amount of work or services performed by him to date of such termination or cancellation but not accepted by the Local Authority. Such services shall be rendered only upon specific request, and shall be limited only to those which will be necessary to the operation and management of the projects.
4. Legal services to be provided under this Agreement shall include all tenant/landlord actions.
5. The Local Authority agrees to pay to the Attorney as full compensation for all services to be rendered under this contract an annual fee of \$9,300, payable in twelve (12) equal monthly installments.
6. 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.
7. 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.
8. No member 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.
9. 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 Authority and