

## **AGREEMENT FOR GENERAL AND DEVELOPMENT LEGAL SERVICES**

**THIS AGREEMENT** made on March 8, 2023 by and between the **HOUSING AUTHORITY OF THE TOWNSHIP OF FRANKLIN**, 25 Parkside Street, Somerset, New Jersey 08873 (hereinafter referred to as the "HOUSING AUTHORITY") and **MANFREDI & PELLECHIO**, 1062 Broadway, West Long Branch, New Jersey 07722 (hereinafter referred to as the "PROFESSIONAL").

**WITNESSETH**, that the Housing Authority and the Professional, for the consideration stated herein, agree as follows:

**ARTICLE 1: Scope of Services.** The Professional shall provide the full range of services identified in the Housing Authority's Request for Proposals and the Professional's proposal. The services shall be provided in accordance with prevailing professional standards and applicable Federal, State, and Local statutes, rules, regulations, ordinances, orders, and codes.

**ARTICLE 2: Qualifications.** The Professional represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein in a competent and professional manner.

**ARTICLE 3: Agreement Term.** This Agreement shall be in effect for the one year period commencing March 8, 2023 and ending January 31, 2024.

**ARTICLE 4: Compensation.** The Professional's compensation for the services provided according to the terms of this Agreement shall be at the rates specified in the Professional's proposal. The Professional shall submit detailed invoices to the Housing Authority which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Housing Authority's Executive Director.

**ARTICLE 5: Insurance.** The Professional shall obtain and maintain adequate insurance coverage throughout the term of this Agreement, which shall meet the following minimum requirements:

- (a) **Worker's Compensation Insurance:** all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws.
- (b) **Comprehensive General Liability Insurance:** must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy.
- (c) **Professional Liability Insurance:** must be in an amount not less than \$1,000,000.00 per occurrence.

The Housing Authority shall be notified in writing at least thirty (30) days prior to any change in or cancellation of insurance coverage.

**ARTICLE 6: Subcontracting.** The Professional shall be solely responsible for the performance of this Agreement. The use of a Subcontractor, except as approved in writing by the Housing Authority's Executive Director, shall be prohibited. Approval of a subcontractor shall be

granted in the Housing Authority's sole discretion. Substitution of a subcontractor without the Housing Authority's written approval is prohibited. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement.

**ARTICLE 7: Independent Contractor Relationship.** The Professional is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Professional's sole direction, supervision and control.

**ARTICLE 8: Termination for Convenience.** The Housing Authority may terminate this Agreement, in whole or in part, by delivering to the Professional written notice four (4) weeks prior to any effective termination date. The Notice of Termination shall specify: 1) that the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Professional for services rendered through the date of termination.

**ARTICLE 10: Prevailing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement, or the services provided hereunder must be brought in the Superior Court of New Jersey, Somerset County.

**ARTICLE 11: Non-Debarment.** By execution of this Agreement, the Professional certifies that it is not currently debarred by the Federal government, including the U.S. Department of Housing and Urban Development or any other Federal agency, the State of New Jersey, or any State agency.

**ARTICLE 12: Confidentiality.** All Services performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Housing Authority in connection with the Services performed under this Agreement, made or developed by the Professional in the course of the performance of such Services, or the results of such Services, or for which the Housing Authority holds the proprietary rights, constitutes confidential information ("Confidential Information") and may not, without the prior written consent of the Housing Authority, be used by the Professional for any purpose other than for the benefit of the Housing Authority, unless required by law.

**ARTICLE 13: Non-Discrimination.** The Professional agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

**ARTICLE 14: Conflicts of Interest.** The Professional represents that it does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

**ARTICLE 15: Assignment.** The Professional shall not assign, transfer, convey, or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

**ARTICLE 16: Severability.** If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 17: Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

**ARTICLE 18: Integration.** This Agreement and the Housing Authority's Request for Proposals shall constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

**ARTICLE 19: Subsequent Modification.** This Agreement may not be changed or modified except by written agreement specifically referencing this Agreement and executed by each of the parties hereto.

**ARTICLE 20: Effect of Headings and Titles.** The headings and titles used in this Agreement are solely for convenience of reference and shall not affect its interpretation or construction.

**ARTICLE 21: No Interpretation Against Draftsman.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the date and year first written above.

**Housing Authority of the Township of Franklin**

Dated: 3-7-23

  
Daniel Toto, Acting Executive Director

**Manfredi & Pellecchio**

Dated: 3/8/2023

  
Joseph A. Manfredi, Esq.