

MANFREDI & PELLECHIO

ATTORNEYS AT LAW

JOSEPH A. MANFREDI *
MELISSA PELLECHIO
ALBERTO L. CAMACHO

ALAN G. HIEMPEL
DARYL J. HOWARD
JENNIFER L. BARNES

Mailing Address:
P.O. BOX 459
COLTS NECK
NEW JERSEY 07722

Also Admitted in Florida *

Street Address:
1062 Broadway
West Long Branch, NJ 07764

(201) 216-1750
FAX (201) 216-1760

March 28, 2023

Marc A. Recko, Executive Director
Hoboken Housing Authority
400 Harrison Street
Hoboken, NJ 07030

**RE: Special Legal Services – Litigation
Housing Authority of the City of Hoboken**

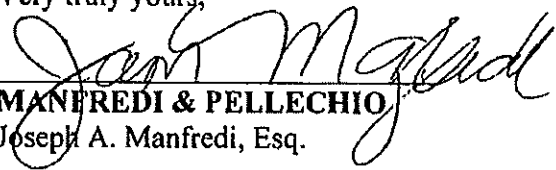
Dear Executive Director Recko:

Enclosed you will find the original PROFESSIONAL SERVICES AGREEMENT SPECIAL LEGAL SERVICES – LITIGATION, duly signed by me. Upon your receipt I ask that you provide me with a fully executed copy of this agreement, using the self-addressed stamped envelope that is provided for your convenience, so I may have a copy for my records.

Should you have any questions do not hesitate to contact me to discuss.

I look forward to working with you and serving the needs of the Hoboken Housing Authority.

Very truly yours,


MANFREDI & PELLECHIO
Joseph A. Manfredi, Esq.

JAM/jh
Enc.

PROFESSIONAL SERVICES AGREEMENT

SPECIAL LEGAL SERVICES - LITIGATION

THIS CONTRACT made effective as of April 1, 2023, notwithstanding the actual date of execution by and between the Housing Authority of the City of Hoboken, with offices located at 400 Harrison Street, Hoboken, New Jersey 07030, hereinafter referred to as the "Local Authority" and Joseph A Manfredi & Associates PC d/b/a Manfredi & Pellechio, having his principal business location at 50 Harrison Street, Suite 209, Hoboken, New Jersey 07030, hereinafter known as the "Special Litigation Attorney".

WHEREAS, the Local Authority is currently operating 1353 units of low-income public rent Public Housing and is administering 200 Section 8 Vouchers; and

WHEREAS, on March 9, 2023, the Board of Commissioners of the Local Authority qualified and appointed Manfredi & Pellechio as the attorney/law firm to perform special litigation services for the Local Authority as set forth on Resolution 2023-03.06, a copy of which is annexed hereto as an Exhibit; and

WHEREAS, the Contract was awarded pursuant to the fair and open process whereby the position was publicly advertised prior to the award of the contract including the solicitation and receipt of qualification statements; and

WHEREAS, both parties hereby agree that the Special Litigation Attorney shall perform the duties of special legal services/litigation in and for the Local Authority as prescribed by the laws of the State of New Jersey and by the rules and regulations made thereby by the Local Authority, including, but not limited to, those job descriptions and responsibilities as enumerated in this Agreement.

NOW THEREFORE, it is agreed as follows:

1. **SERVICES:** Special Litigation Attorney providing legal services shall provide the following services to the Local Authority:

a) Attend all Authority Meetings (Regular or Special) as requested by the Authority.

b) Attendance at committee meetings as requested by the Authority.

c) Conferring with and advising the officers, employees and members of the Authority on legal matters when requested by the Administration.

d) Advice and assistance to the Authority in the preparation of all legal documents, papers, contracts, specifications, bonds, waivers, and other legal drafting as may be required from time to time.

e) Appearance for and representation of the Authority in all special litigation, as requested by the Authority.

f) Represent the Local Authority and/or its employees in any litigation matters including litigation in Federal and State Court, administrative proceedings, matters that may result in litigation or administrative proceedings, as assigned by the Local Authority;

g) Perform any and all duties and obligations as requested by the Local Authority in the performance of its duties as Special Litigation Attorney including but not limited to, performing legal research and providing advisory opinions as needed; and

h) All employee labor issues including contract negotiations and personnel policy. Other items as requested by the Local Authority.

2. **COMPENSATION:**

(i) The Local Authority agrees to pay Attorney on an hourly basis at the rate of \$150.00 per hour for all partners and associates and \$50.00 per hour for all paralegals and in an amount not to exceed \$50,000.00 for all time spent by the Special Litigation Attorney for all services rendered pursuant to the Agreement. At the point when the Special Litigation Attorney's invoicing reaches 80% of the not to exceed amount, the firm shall provide written notice to the Local Authority if the firm believes additional funds will be necessary, and the Local Authority shall have no liability for payment of funds in excess of the not to exceed amount.

(ii) The Local Authority shall compensate said Special Litigation Attorney for necessary travel and subsistence expenses in connection with performance, outside the area within which said Local Authority is authorized by law to operate, of the duties of said Special Litigation Attorney. Outside the area within which said Local Authority is defined to operate is outside of Hudson County, New Jersey. Expenses incurred in traveling to Court on behalf of the Authority may not be billed. Such compensation shall be limited to the amount allowed in accordance with the Travel Regulations of the Local Authority's Personnel Policy current at the time the travel is performed.

(iii) The Local Authority shall reimburse said Special Litigation Attorney for expenses and disbursements incurred, with the approval of the Local Authority, in connection with legal matters handled by the Special Litigation Attorney's, excluding the Special Litigation Attorney's office or overhead expenses.

(iv) The Special Litigation Attorney shall submit detailed monthly invoices indicating the work performed and time expended in increments of .25 per event, as well

as the cost thereof, together with the appropriate voucher form, if any, as prescribed from time to time by the Local Authority. Said compensation shall be payable without interest and shall be promptly paid by the Local Authority in accordance with standard payment procedures as maintained by the Local Authority, and shall require the review and approval of the Board of Commissioners.

3. **TERM:**

The Local Authority engages the Special Litigation Attorney to render special litigation services to the Local Authority for a term commencing on April 1, 2023 and continuing through March 31, 2024 or until the qualification and appointment of a successor or at the pleasure of the Local Authority, whichever shall first occur or be exercised, respectively.

4. **DESIGNATION AS "PROFESSIONAL SERVICE":**

This agreement has been entered into by the Local Authority with Special Litigation Attorney pursuant to the pertinent provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

5. **CERTIFICATION AND PROFESSIONAL RESPONSIBILITY:**

The Local Authority shall not impose duties or constraints of any kind upon the Special Litigation Attorney which would cause Special Litigation Attorney to infringe upon or violate the Rules of Ethics governing the conduct of lawyers, any rules governing the courts of the State of New Jersey, or any ordinance, administrative regulation of statute. Special Litigation Attorney agrees to abide by the Rules of Ethics governing the conduct of lawyers, and all statutes, ordinances, administrative

regulations, and rules governing the courts of the State of New Jersey relating to the performance of his/her duties as Attorney.

6. **NOT AN EMPLOYEE:**

Special Litigation Attorney is not an employee of the Local Authority and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. Special Litigation Attorney is an independent contractor whose actions and work shall not be considered as that of the Local Authority, but shall be that of the Special Litigation Attorney. In this regard, Special Litigation Attorney shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Local Authority.

7. **TERMINATION FOR CAUSE:**

This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. Special Litigation Attorney shall be entitled to be paid for services satisfactorily performed up to the date of termination.

8. **SEVERABILITY:**

It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Local Authority and any other professional or employee is not to be read in pari-material with this Contract, and shall

convey to the Special Litigation Attorney, no other rights other than those expressly referred to in this Contract.

9. **COMPLIANCE WITH STATE AND LOCAL REGULATIONS:**

(a) This Contract is one for "Professional Services", as same as defined by the New Jersey Public Contracts Law.

(b) Special Litigation Attorney acknowledges that he/she is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.), including financial reporting requirements.

(c) The parties agree that this Contract is subject to any and all appropriate regulatory language promulgated by the Local Authority or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplemented in order to effectuate any such regulation or statute. In such event, this Contract shall be amended accordingly and Special Litigation Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

10. **NON-DISCRIMINATION**

The Special Litigation Attorney will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, disability or any other protected class ("Protected Classification"). The Special Litigation Attorney

will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to any Protected Classification. 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.

11. **N.J. BUSINESS REGISTRATION REQUIREMENTS:**

Special Litigation Attorney shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

12. **PROHIBITION AGAINST ASSIGNMENT:**

The rights of Special Litigation Attorney hereunder shall not be assigned, sublet or transferred by Special Litigation Attorney, either in whole or in part, without the consent of the Local Authority, which may be withheld in the Local Authority's sole and absolute discretion.

13. **ENTIRE AGREEMENT:**

This Contract represents the entire understanding between the Local Authority and Special Litigation Attorney and supersedes any and all prior understandings and agreements between the parties. No terms and conditions herein shall be changed, or altered, except with the written consent of the parties hereto, pursuant to the pertinent provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and the rules and regulations promulgated hereunder, including the approval of such modifications by Local Authority.

IN WITNESS WHEREOF, the parties have set their hand and seals on the date
and year below written.

WITNESS:

HOUSING AUTHORITY OF
THE CITY OF HOBOKEN



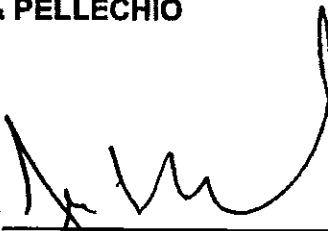
Marc A. Recko, Executive Director

By: 

Barbara Reyes, Chairperson

WITNESS:

JOSEPH A MANFREDI &
ASSOCIATES PC D/B/A MANFREDI
& PELLECHIO

By: 

Joseph Manfredi
CWA Manfredi & Pellechio