

LAKWOOD HOUSING AUTHORITY

PUBLIC NOTICE REQUEST FOR PROPOSALS

The Lakewood Housing Authority is hereby soliciting proposals for the provision of General Counsel and/or Landlord/Tenant Actions for a period of one year; commencing June 1, 2021. Proposals will be to render legal services which the Authority may require in the operation and management of all its projects and programs.

The Authority presently administers 206 units of RAD Project Based Vouchers. Effective December 1, 2016 the Lakewood Housing Authority converted all 206 of its Public Housing units through the RAD Program to Project Based Vouchers (PBV). The Authority also administers 927 Section 8 Housing Choice Vouchers which include FUP, FUPY, FSS and Homeownership. The LHA created a non-profit to act as property/leasing manager for its RAD PBV units.

All Bidders must be registered with the Department of Labor at the time the Proposal is received by the authority. The Certificate need not be submitted until after the Proposal is received and prior to the award of the contract.

All proposals will be evaluated, rated, and ranked in accordance with the evaluation criteria set forth in the RFP Bid Package. The maximum total score is 35, Professional Experience and Technical Competence (10), Fees for Service (8), Past Performance on Typical Other Commissions (8), Ability to Meet the Time Schedule (6), and Response to Invitation (3). Proposals for General Counsel and Landlord/Tenant Actions will be scored separately. Contracts shall be awarded to the responsible offeror whose proposal is most advantageous to the program, with price and other factors considered. All proposals must be submitted by 10:00 AM (prevailing time) on Wednesday, April 7, 2021 to the Lakewood Housing Authority, 317 Sampson Avenue, Lakewood, New Jersey 08701, Attention: Scott E. Parsons, Executive Director. **NO LATE PROPOSALS WILL BE ACCEPTED.**

This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4.

Proposals must be submitted on the specific form (Bid Sheet) contained in the RFP Package, and enclosed in an envelope clearly marked "Proposal for Legal Services". The RFP Package may be obtained by contacting the Authority's Administrative Offices by phone at (732) 364-1300, ext. 109, email at sparsons@lakewoodha.org or on the LHA website at www.lakewoodha.org.

LAKWOOD HOUSING AUTHORITY

**Scott E. Parsons
Executive Director**

Dated: March 10, 2021

REQUEST FOR PROPOSALS/LEGAL

The Housing Authority of the Township of Lakewood, New Jersey will accept proposals for **legal services** for a one-year period June 1, 2021 through May 31, 2022.

It is the Housing Authority's desire to retain and employ a part time, duly qualified attorney to act as legal advisor and representative for the Authority in all matters connected to the operations and functions of the Authority. All services must be in accordance with the existing laws, policies, procedures, rules, orders, directives and regulations promulgated by the United States Department of Housing and Urban Development and the State of New Jersey (including the Code of Federal Regulations, all applicable HUD Handbooks, and the Annual Contributions Contract).

The services that are requested will be as follows and will relate to all of the Housing Authority's programs including, but not limited to: (a) Project Based Vouchers, (206 units); (b) Section 8 Housing Choice Vouchers, (927 units); which includes the Section 8 Family Self Sufficiency Program; the Family Unification Program; Project Based Vouchers and the Sec. 8 HCV Homeownership Program.

A. Responsibilities and Duties of General Counsel:

Responsibilities and duties of General Counsel inclusive for the Annual Retainer shall be:

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.
6. Counsel shall review 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 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 including but not limited to the rendering of legal opinions (oral or written) on all matters submitted by the Authority.
8. 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. Availability for "Non-Routine" Litigation.

1. Counsel shall be available for "non-routine" litigation at the discretion of the Authority. Litigation should be considered non-routine if it requires substantial litigation services beyond those provided in Subsections 2 and 3 above. These services will only be authorized in accordance with the Authority's procurement policy and HUD Litigation

Handbook.

C. Landlord/Tenant Actions:

1. Respondent shall submit a separate Annual Lump Sum Retainer Proposal as follows:
The lump sum retainer will include the institution and prosecution to conclusion of up to **20 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 20 actions.
3. Provision must be made available to have a member of the law firm attend eviction hearings if the principle member is unavailable on the scheduled date.

QUALIFICATIONS:

1. Must be licensed to practice law in the State of New Jersey.
2. Should have experience and an understanding of federally funded and preferably HUD-funded, housing programs' operations.
3. A broad and practical knowledge of HUD rules, regulations, requirements; law and related procedures, Local Public Contract Guidelines and Regulations, and experience in implementing same.
4. Strong analytical, interpretive, and oral and written communication skills, particularly with regard to housing and urban development matters; and experience in applying same.
5. Skills, capabilities and work experience of a level that would assure completion of the above scope of work in a timely and satisfactory manner.
6. Must provide Certification that the firm/individual (s) are not debarred.

PROPOSAL SUBMISSION and EVALUATION:

Interested persons should submit a proposal based upon an annual fee in accordance with the attached pro-forma Contract. Proposals (original plus 1) should be delivered to the office of the Lakewood Housing Authority, 317 Sampson Avenue, Lakewood, New Jersey 08701 on or before **10:00 AM, Wednesday, April 7, 2021**. Please mark envelope "**RFP Legal Services**". Respondents must demonstrate agreement with the above terms in their response.

All persons submitting a proposal are encouraged to contact the Housing Authority in an effort to personally review the operations of the Authority. Please call Scott E. Parsons, Executive Director, for further inquiries, at (732) 364-1300, ext.109 or email at sparsons@lakewoodha.org. **ALL PROPOSALS SHALL BE EVALUATED, SCORED, AND RATED BASED ON THE WEIGHT RATING CONTAINED IN THE ENCLOSED 'QUALIFICATION CRITERIA'**. The Authority reserves the right to waive any informality of the proposals and the right to reject any and all proposals.

This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4.

Sincerely,

LAKEWOOD HOUSING AUTHORITY

Scott E. Parsons
Executive Director

Dated: March 10, 2021

BID SHEET

1. Annual Fee for General Counsel Services
(excluding landlord/tenant eviction, and
tenant small claims issues.) \$ _____

Payable in 12 equal monthly installments of: \$ _____
2. Non-Routine Litigation
(hourly rates for any work beyond the scope of contract.) \$ _____ (per hour)
3. Landlord/Tenant Actions
 - a. Respondent's proposal for the annual lump sum
retainer for twenty (20) actions as described
in Sec. C. 1. is: \$ _____

Payable in 12 equal monthly installments of: \$ _____ (per month)
 - b. 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 twenty (20) actions as
described in C. 2. is: \$ _____ (each)

HOUSING AUTHORITY OF THE TOWNSHIP OF LAKEWOOD

QUALIFICATION and EVALUATION CRITERIA FOR PROFESSIONAL SERVICES/LEGAL

Please provide to the Authority (LHA) a concise synopsis of the firm's qualifications to perform the referenced work. The following criteria, listed in order of relative importance and associated weighted ratings, will be used to judge the Qualifications:

IT IS THE RESPONSIBILITY OF THE FIRM TO PROVIDE IN THEIR SUBMITTAL THE INFORMATION REQUESTED. THIS MUST INCLUDE SPECIFIC DATA WHICH ADDRESSES EACH CATEGORY WITHIN THE QUALIFICATION CRITERIA. THE LHA MUST BE ABLE TO CLEARLY DETERMINE FROM THE INFORMATION PROVIDED THE FIRM'S CAPABILITIES IN A PARTICULAR AREA THE FIRM CANNOT PRESUME THAT THE AUTHORITY KNOWS THE EXPERTISE OR EXPERIENCE OF THE FIRM UNLESS IT IS SO STATED. IT IS IMPORTANT THAT THE RESPONSES BE ORGANIZED IN ACCORDANCE WITH THE QUALIFICATION CRITERIA FORMAT SINCE THE SCORE SHEET USED IN THE EVALUATION WILL PARALLEL THIS ORDER. ELABORATE BINDERS, GRAPHICS BROCHURES, APPENDIXES AND ILLUSTRATIONS ARE NEITHER NECESSARY NOR DESIRED. LEGIBILITY, COMPLETENESS AND ADHERENCE TO FORMAT ARE ESSENTIAL.

The maximum **TOTAL SCORE** which can be achieved by a Firm is 35. This is, of course, equal to the summation of the individual Category Scores.

I. QUALIFICATION CRITERIA

CATEGORY 1

PROFESSIONAL EXPERIENCE AND TECHNICAL COMPETENCE

Maximum
Category Score
10

Indicate the professional experience and technical competence of your firm and its personnel for this particular project. Include qualification, experience or abilities of your firm, its principals, staff and facilities that will be of special importance and use on this commission.

Experience shall include Quantity (by numbers and tenure) and Size (by scope and dollar amount) on order of importance:

- with Public Housing Authorities (PHAs)
- with public sector housing agencies (i.e. HUD, NJHMFA, etc.)
- With units of local government or public sector agencies, commissions, boards, authorities, etc.
- With private sector.

Experience assessment will be applied in order of importance to: the principal(s) to be assigned to the job: the firm's principals; staff;

corporate entity. Background and experience both with the firm and prior to joining the firm, i.e. total career, shall be included.

Similarities to the LHA's size and composition (i.e. number of units in project, age, density, family/senior occupied, decentralized administration, similar programs administered, (e.g., Sec. 8 Housing Choice Voucher Program, H.O.M.E., Low-Income Public Housing, Capital Fund Program, Family self-sufficiency, etc.) shall be in order of importance as follows: very similar to LHA; larger more complicate; smaller less complicated.

Be sure to address the specific areas of experience and capabilities which are listed below in order of importance:

- a) Work experience of an identical, very similar, comparable or related nature which makes the Firm particularly suitable and especially qualified for this commission
- b) Experience and capabilities of personnel to be used for the services
- c) Professional and technical background of firm's principals and staff especially as it relates to this project. This shall include education, tenure, experience, license, publications, association membership and other background particularly suitable for this commission.
- d) Size (in terms of scope and dollar amount) of past work referenced above in comparison to this project.
- e) Indicate familiarity with the types of concerns and problems applicable to this commission. Provide related past experience or anticipated issues which would be of benefit to the LHA

Score Range

Category 1 - Professional Experience and Technical Competence

10

Identical or very similar work experience with maximum range if with several similar housing authorities; superior related technical competence and background on several projects of similar or larger size; expertise for this commission is apparent.

6

Comparable work experience; has some Housing Authority or public sector experience; private sector experience very comparable; area of expertise is along the lines of this commission; good related technical capabilities and background; past commission sizes compare to this commission.

2

Related work experience in some areas but not other; experience and competence not particularly applicable; technically capable.

U-Unacceptable

Little or no related work experience; apparent area of expertise not pertinent to this commission; no demonstrated evidence that firm is especially suited for this commission; past job sizes are significantly smaller.

CATEGORY 2
Fees for Services

Maximum
Category Score

Cost to perform all the services outlined in the RFP.

8

Category Score.

Score Range, Category 2- Fees

8

Within the lower group of prices; price variations are relatively small or insignificant;

5

Within the mid group prices; price is reasonable relative to most others.

1.5

Substantially lower or higher than any other prices; where low, ability to perform at a noted fee is suspect; where high, fee is not excessive

U-Unacceptable

So low as to be impossible or impractical to perform satisfactorily to requirements of RFP; significantly higher than most other fees; excessive for work that is requested.

CATEGORY 3
PAST PERFORMANCE ON TYPICAL
OTHER COMMISSIONS

Maximum
Category Score

8

Provide historical information as well as names and telephone numbers of references for prior work, which is most similar to this commission. Past performance will be assessed in terms of:

- a) Cost control (budget v. actual cost).
- b) Quality and thoroughness of work (How complete and professional is the work).
- c) Timely responses to questions, inquiries and schedules.
- d) Availability and ease of speaking to and meeting with principals and/or staff
- e) Follow-up to ensure that work complies with contract and agreements.
- f) Letters and minutes of meetings and/or confirming correspondence are automatically provided; file is sufficiently documented.
- g) Requests for additional fees are minimized and confined to out of scope work
- h) Ability to deal professionally, fairly (in context of contract requirements) and reasonably with other parties.

Category Score.

Score Range:

Category 3 - Past performance on Typical Other Commission

8

Performance and abilities clearly above norm; very responsive and

service oriented; complies with contract scope and requirements; meets schedules and budgets; would not hesitate to use again.

5

Overall performance acceptable; better in some areas than others; requires only occasional follow-up and monitoring; quality and thoroughness of work is good; schedules and budgets are usually very close to requirements.

1.5

Close monitoring advisable; not as thorough as should be; does not always meet schedules or budgets; slow with responses.

U-Unacceptable

Unresponsive; work quality lacking; poor control of budget and schedules; direct cause of problems with commission; would not use again.

CATEGORY 4

ABILITY TO MEET THE TIME SCHEDULE

Detail the firm's ability to provide the professional services in the time frame outlined. Take into consideration the current/planned workload as well as the staffing considerations needed for timely performance. Indicate if new staff will be necessary.

Category Score.

Score Range:

Category 4- Ability to meet time schedule

6

Current/pending workload clearly allows for new work; key staffing in place; can easily perform within the required federal and State time frames; can begin immediately.

4

Existing workload would not hamper new commission; key staffing available; can perform within necessary time frame.

1

Time frame tight based on current workload; significant or key staff additions needed in a short time period to meet schedule.

U-Unacceptable

Ability to meet schedule is very suspect if not improbable.

CATEGORY 5

RESPONSE TO INVITATION

3

Well organized and presented; all information required is available; qualifications of Firm for this commission have been completely conveyed.

1

Organization and presentation is acceptable; responses essentially

**Maximum
Category Score**

6

**Maximum
Category Score**

3

complete; good understanding of Firm's qualifications.

0

Difficult to ascertain information in an organized, reasonable manner; some information not fully complete; minimal effort in preparing submittal.

Maximum Total Score. 35

Total Category Scores. _____

II. The LHA will assess all proposals on the basis of the criteria noted above. Each category contains a Scale Range as summarized below

Score Range by Category:

#1 Experience/ Competence	#2 Fees	#3 Past Performance	#4 Time Schedule	#5 Response to Invitation
10	8	8	6	3
6	5	5	4	1
2	1.5	1.5	1	0
Unacceptable	Unacceptable	Unacceptable	Unacceptable	NA

An unacceptable score in any area will result in no further review and the Firm will not be considered for the commission.

In Categories 1 (Experience and Competence) and 3 (Past performance), numerous specific areas of the Firm's background are addressed. An overall score will be given to the entire category in consideration of the relative importance of the items within the category.

The Authority will score each category in accordance with the parameters outlines. The descriptions provided may not represent all or every basis for a particular score, but do reflect the overall rationale to be employed.

III. GENERAL INFORMATION

A. In addition, to the above requirements the firm shall also provide the following information in the Qualification Package:

- Letter of Interest
- Statement demonstrating understanding of the services required.
- Profiles of the firm's principals, staff and facilities.

- A schedule of hourly rates for all categories of staff, who will be assigned to perform the above services if a contract is awarded; and other charges, if any, must be specified. If no other charges are specified, they may not be subsequently claimed, and will not be paid.

-Certified statement that the individual(s)/firm is/are licensed to practice law in New Jersey and that neither individuals of the firm nor the firm are debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency.

B. AMENDMENT TO CONTRACT, APPENDIX I, ANNEXED

If the Attorney selected is a firm (e.g., Partnership, Professional Corporation) then, prior to the execution of the Contract, Appendix I, by the Housing Authority, the contract shall be amended to include the name of the lead Attorney who will be personally charged with and have the primary obligation to perform the services under the Contract, together with, if any, the name(s) of the other attorney(s) in the firm who will assist the lead Attorney; all as required to be submitted in the Attorney's Proposal set forth in the within Request for Proposals.

C. INTERVIEW: The Authority reserves the right, at its discretion, to have any one, two, or all three, of the most favorable respondents as per the Qualification Criteria set forth above invited for a personal interview at the Authority.

AGREEMENT FOR MANAGEMENT LEGAL SERVICES

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Housing Authority of the Township of Lakewood (hereinafter called the "Authority") and _____, Esq., of _____, 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, Homeownership Program, Family Unification Program and Project Based Vouchers, 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, 2021.
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 \$_____, 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, Executive Director

By: _____
, Esq., Attorney

WITNESS:

ATTEST:

AGREEMENT FOR LEGAL SERVICES
LANDLORD/TENANT ACTIONS

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Housing Authority of the Township of Lakewood (hereinafter called the "Authority") and _____, Esq., of _____, 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 June 1, 2021.
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 \$_____, 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 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, Executive Director

By: _____
_____, Esq., Attorney

ATTEST:

WITNESS: