

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated January 1, 2021, is made between the **BOROUGH OF ALPHA**, a public body politic of the State of New Jersey, herein designated as the "Borough," whose address is 1001 East Boulevard, Alpha, NJ 08865 and **CHRISTOPHER M. TROXELL, ESQUIRE**, whose address is 370 Pursel Street, Phillipsburg, NJ 08865, referred to as the "Borough Attorney" or "Lawyer."

1. **LEGAL SERVICES TO BE PROVIDED.** Christopher M. Troxell, Esq. shall be employed as the Borough Attorney and will represent the Borough and in such capacity will attend regularly scheduled meetings and special meetings as requested to attend. The Borough Attorney shall provide all necessary legal services to the Borough including but not limited to the research and drafting of the necessary resolutions and ordinances, court appearances, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person or by telephone and any other related work necessary to properly represent the Borough. In representing the Borough, the Borough Attorney will seek to achieve solutions, which are just and reasonable; however, results cannot be guaranteed due to the uncertainty of legal proceedings, interpretation and changes in the law, and many unknown factors.

2. **LEGAL FEES.**

a. **RETAINER - BOROUGH ATTORNEY.** For the attendance at regular and special meetings of the Borough and for all telephone and personal conferences with the Mayor and Members of Council, Clerk and other Borough officials, other attorneys and others, if necessary, all necessary research and drafting of resolutions and ordinances and all general legal work, the Borough Attorney, Christopher M. Troxell, Esq., shall be paid the sum of \$52,000.00 annually. Out of this retainer, the Borough may take standard deductions including withholding and FICA, paying the Borough Attorney on a regular biweekly or monthly basis without the necessity of voucher submission(s), as so guided by the Internal Revenue Service.

b. **ADDITIONAL LEGAL SERVICES/FEES.** For any services involving tax appeals, tax lien foreclosures, or any litigation, in addition to the annual retainer as set forth above, the Borough Attorney shall be compensated at the rate of \$200.00 per hour.

3. **COSTS AND EXPENSES.** In addition to the legal fees set forth herein, the Borough will pay the following costs and expenses: experts' fees, court costs, accountants' fees, appraisers' fees, deposition costs, service fees, messenger services, photocopying charges, postage, and any other necessary expenses in these matters. The Borough will retain experts directly and be solely responsible to pay the expert(s).

4. **STATEMENTS FOR PROFESSIONAL SERVICES.** The Borough Attorney will send the Borough itemized statements for professional services, covered

above in paragraphs 2b and 3, from time to time. All statements for costs and legal expenses are due upon receipt.

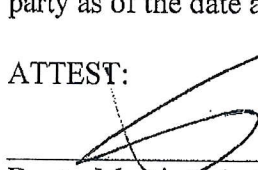
5. **AFFIRMATIVE ACTION.** The Borough and Borough Attorney hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Borough Attorney agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations. See Exhibit A attached, as well.

6. **POLITICAL CONTRIBUTION DISCLOSURE.** This contract has been awarded to Christopher M. Troxell, Esq. based on his merits and abilities to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned does hereby attest that Christopher M. Troxell, Esq., a sole proprietor, has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission, pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect his eligibility to perform this contract, nor will he make a reportable contribution during the term of the contract to any political party committee in the Borough of Alpha/Warren County if a member of that political party is serving in an elective public office of the Borough of Alpha when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Alpha when the contract is awarded.


7. **TERM.** This agreement shall commence on January 1, 2021 and shall terminate on December 31, 2021.

8. **SIGNATURES.** The Borough of Alpha has caused this agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and the Borough Attorney has caused this agreement to be duly executed by the proper party as of the date and year first above written.

ATTEST:


Donna Messina, Acting Clerk

BOROUGH OF ALPHA

 1/19/21
Honorable Craig S. Dunwell, Mayor

WITNESS:


Christopher M. Troxell, Esq.