

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 26th day February 2021, by and 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 **RUSSO LAW OFFICES, LLC** (Law Firm), with offices located at 633 Belvidere Road, Phillipsburg, New Jersey.

1. LEGAL SERVICES TO BE PROVIDED:

Russo Law Offices, LLC shall be retained in the capacity of labor lawyer on behalf of the Borough and will provide any and all legal services required by the Borough involving labor law and related legal services.

2. TERM OF AGREEMENT:

This agreement shall commence on 1st day of February 2021 and shall terminate on 31st day of December, 2021.

3. COMPENSATION.

Russo Law Offices, LLC. shall be paid at the rate of \$170.00 per hour for all legal services which do not encompass litigation. In regard to any labor law legal services involving litigation, Russo Law Offices, LLC. shall be paid at the rate of \$200.00 per hour.

4. COSTS AND EXPENSES.

In addition to the legal fees set forth herein, the Borough will pay any and all costs and expenses relating to legal services including but not limited to 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).

5. STATEMENTS FOR PROFESSIONAL SERVICES.

Russo Law Offices, LLC. will forward to the Borough itemized statements for professional services, covered above in paragraphs 3 and 4, from time to time. All statements for costs and legal expenses are due upon receipt.

6. 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.

7. POLITICAL CONTRIBUTION DISCLOSURE.

This contract has been awarded to Russo Law Offices, LLC. based on the 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 Russo Law Offices, LLC., a limited liability company, 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.

8. CONFIDENTIALITY.

The firm shall maintain the Borough's confidential information and legal communications confidential in accordance with the Rules of Professional Conduct.

9. LEGAL MALPRACTICE INSURANCE.

The Firm, during the entirety of the term of the within Agreement for Legal Services, shall maintain malpractice insurance with policy limits in the amount of Two Million (\$2,000,000.00) Dollars.

10. ASSIGNMENT.

The within Agreement is a Professional Services Contract and is not the subject of assignment by Russo Law Offices, LLC.

11. GOVERNING LAW.

This Agreement shall be governed by the Laws of the State of New Jersey.

12. ENTIRE AGREEMENT:

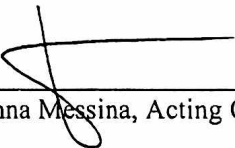
This Agreement constitutes the entire understanding among the parties and supersedes all previous understandings, commitments and representatives concerning the subject matter hereof, whether written or oral. Any modifications of this Agreement shall be of no force or effect unless made in writing and signed by the parties whose performance is modified thereby.

13. **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.


IN WITNESS WHEREOF, the Borough of Alpha has caused these presents to be duly executed and General Counsel and Labor Counsel has caused these presents to be duly executed, as of the day and year first above written.

ATTEST:



Donna Messina, Acting Clerk

BOROUGH OF ALPHA

 2/26/21

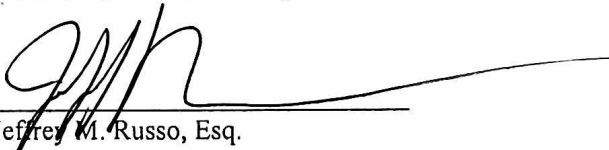
Honorable Craig S. Dunwell, Mayor

WITNESS:



Jennifer Russo

RUSSO LAW OFFICES, LLC.



Jeffrey M. Russo, Esq.