

ALPHA BOROUGH AGREEMENT FOR PROFESSIONAL SERVICES 2021

THIS AGREEMENT, entered into this 28th day of January 2021, by and between the **BOROUGH OF ALPHA**, a Municipal body politic of the State of New Jersey, having its principal offices located at 1001 East Blvd., Alpha, New Jersey 08865 (hereinafter referred to as “**BOROUGH**”) and Joseph C. Tauriello, Esq., 221 Witherspoon Street, Princeton, New Jersey 08542 (hereinafter referred to in this Agreement as “**ATTORNEY**”).

WITNESS TO:

WHEREAS, the **BOROUGH** requires professional services in connection with Special Litigation Counsel during the calendar year 2021; and

WHEREAS, the **BOROUGH** has adopted a Resolution authorizing the award of a Contract for said professional services to the **ATTORNEY** without competitive bidding as permitted by *N.J.S.A. 40A:11-1, et seq.*

NOW, THEREFORE, IT IS AGREED between the **BOROUGH** and the **ATTORNEY**, as follows:

1. Effective January 1, 2021, the **ATTORNEY** shall serve as Special Litigation Counsel and render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **ATTORNEY** which shall not exceed **\$175.00 per hour** unless amended by further action of the **BOROUGH** for the above-mentioned services.
3. The **BOROUGH** agrees to pay the **ATTORNEY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.
4. The **ATTORNEY** shall submit monthly billing to the **BOROUGH** for said services, if any, on vouchers as required by the **BOROUGH**. The **BOROUGH** agrees to process and pay said

vouchers in the same manner as other municipal vouchers. The **BOROUGH** requires billing for professional services to be done to the nearest 1/4 hour. The **ATTORNEY** shall provide such billing detail as required by the **BOROUGH** and shall maintain adequate books and records indicating the services performed for the **BOROUGH**, and will retain them for a period of six years after completion of the work performed and will make them available to the **BOROUGH**, or its officials, for inspection upon reasonable request during that period. It is understood that all bills and invoices, including substantiating back-up documentation, are subject to review by the public in accordance with the Open Public Records Act.

5. The **ATTORNEY** shall keep the **BOROUGH** advised of the character and progress of legal proceedings and all dealings and negotiations in which **ATTORNEY** is engaged.

6. The **ATTORNEY** shall maintain during the full term of this Agreement, a policy of professional liability insurance, insuring the **BOROUGH** against errors and omissions in connection with the work performed by the **ATTORNEY**.

7. The **ATTORNEY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*.

8. The parties have read and understand this Agreement fully. It is signed and sealed in accordance with New Jersey law by the duly authorized corporate officers of the **BOROUGH** and by the **ATTORNEY**.

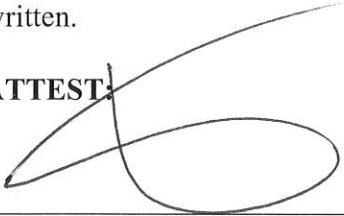
9. In accordance with *N.J.S.A. 52:32-44* **ATTORNEY** agrees: (1) to provide written notice to its subcontractors to submit proof of business registration to the **ATTORNEY**; (2) that prior to receipt of final payment from the **BOROUGH**, the **ATTORNEY** will submit an accurate list of all subcontractors or attest that none were used; (3) during the term of this contract, the **ATTORNEY** and its affiliates will collect and remit, and shall notify all subcontractors and their

affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

10. **ATTORNEY** represents and agrees to comply with the mandatory affirmative action language of N.J.S.A. 10:5-31, et seq. N.J.A.C. 17:27 and Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) as far as same are applicable. A Certificate is attached hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the date first above written.

ATTEST:



Donna Messina, Acting Borough Clerk

BOROUGH OF ALPHA

By: 

Craig Dunwell, Mayor 1/28/21

WITNESS:

**LAW OFFICES OF
JOSEPH C. TAURIELLO, P.C.**

By: _____
Joseph C. Tauriello
Attorney at Law, State of New Jersey