

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT, made as of the day of **January, 2023**, by **WALTER R. BLISS, JR., ESQ., 310 West State Street, Trenton, New Jersey 08618** (hereafter referred to as “Attorney”) and the **BOROUGH OF PENNINGTON, 30 North Main Street, Pennington, New Jersey 08534** (hereafter referred to as the “Borough”);

WHEREAS, the Borough and Attorney desire to enter into an agreement for the performance by Attorney of professional services on behalf of the Borough, in the capacity of Borough Attorney, for the period of one year;

NOW, THEREFORE, in consideration of the obligations hereafter set forth, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** Attorney shall serve as Borough Attorney and perform such professional legal services for the Borough as directed by Mayor and Council, the Borough Clerk and the Borough Administrator. Under this Agreement, Attorney shall at all times act as an independent professional contractor and not as an employee of the Borough and shall have no authority to act as an agent or representative of the Borough or to enter into any financial or other contractual commitment on behalf of the Borough without the prior written approval of same granted in accordance with law.

2. **TERM.** This Agreement shall be effective as of **January 1, 2023** through **December 31, 2023** unless sooner terminated as provided hereafter.

3. **PAYMENT.**

(a) **Fee Paid.** For services performed hereunder during the term of this Agreement, the Borough shall pay Attorney a fee of **\$125 per hour** for his services **and** for the services of any legal counsel associated with the Law Offices of Walter R. Bliss Jr., if needed. There shall be reimbursement for approved travel @ \$.57.5/mile, transcription fees and other out-of-pocket costs relating to litigation, photocopying expenses and the costs of postage and express delivery services. The foregoing fees and reimbursements shall constitute the sole and exclusive compensation due Attorney under this Agreement.

(b) **Rendition of Invoices.** Payment of fees and reimbursements will be made upon submission of invoices and vouchers, to the Borough Administrator, in the form prescribed by the Borough, promptly following the month covered by the invoice. These invoices shall specify in detail the periods for which fees are claimed and the services performed.

(c) **Budget Cap.** Total fees payable to **Walter R. Bliss, Jr. and the Law Offices of Walter R. Bliss, Jr. in 2023** shall not exceed **\$55,000** without the prior written

approval of Borough Council except pursuant to a separate contract addressed to a specific matter.

4. **TERMINATION.** This Agreement shall be effective for the period provided above, although it may be sooner terminated with or without cause, for any reason whatsoever, at any time, by either party giving seven (7) days written notice to the other.

5. **CONFLICTS OF INTEREST.** Attorney represents that neither he nor his firm is now performing nor will perform during the period of effectiveness of this Agreement any legal or other services for any person, firm or corporation which results or might result in a conflict of interest between Attorney and the Borough, directly or indirectly. Attorney agrees to disclose promptly any and all such conflicts of interest in writing to the Borough, giving full particulars.

6. **TITLE TO PROPERTY PRODUCED BY ATTORNEY.** Attorney agrees that title to and all rights and other legal interests in all correspondence, memoranda, records, data, analyses, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest and remain jointly with the Borough and Attorney, and Attorney shall not have the right to sell, disclose or make same available to third parties without the prior written consent of the Borough.

7. **CONFIDENTIALITY.** Attorney agrees to treat and maintain as confidential and not disclose to any third party or to use for his own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Borough, which consent shall not be refused unreasonably.

8. **COMPLIANCE WITH PAY-TO-PLAY LAWS.** This contract has been awarded to Attorney based on the ability of Attorney to provide the services as described herein following public advertisement for competitive proposals. The undersigned does nonetheless hereby attest that Attorney, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable 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 or its eligibility to perform this contract, nor will he or it make a reportable contribution during the term of the contract to any political party committee in the Borough of Pennington if a member of that political party is serving in an elective public office of the Borough when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Pennington when the contract is awarded.

9. **COMPLIANCE WITH OTHER LAWS.** This Agreement is entered into in accordance with and subject to compliance with the Local Public Contracts Law of New Jersey, and the specific provision of N.J.S.A. 40A:11-5(a) thereof pertaining to professional services.

Attorney agrees to comply with all laws and regulations applicable to the services to be performed under this Agreement and to comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and specifically N.J.S.A. 10:5-33, the terms of which are incorporated herein by reference. Attorney shall comply in particular with the Anti-Discrimination and Affirmative Action provisions of the annexed Schedule A. This Agreement shall be governed by and construed under the laws of the State of New Jersey.

10. Attorney is required to carry professional liability insurance with minimum limits of \$1,000,000 and shall provide a certificate confirming this coverage.

11. ***COMPLETE AGREEMENT.*** This Agreement is hereby deemed to be complete and take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder shall be effective if sent by ordinary mail to the other party at the address first above written, unless a different address be sooner specified in writing, and this Agreement may not be assigned or transferred by Attorney without the prior written consent of the Borough.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOROUGH OF PENNINGTON

Witness

By: _____
James Davy, Mayor

Witness

WALTER R. BLISS, JR., ESQ.