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CONTRACT FOR PROFESSIONAL SERVICES WITH
SPECIAL LEGAL COUNSEL

THIS IS A CONTRACT for professional services made by and between the Borough of Glen Rock, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Peter J. Lupo, Esq. of Hoplite Communications, LLC, 197 Route 18, Suite 3000, East Brunswick, New Jersey 08816, hereinafter called the "SPECIAL LEGAL COUNSEL".

WHEREAS, pursuant to law, the Mayor and Council have authorized the Mayor and Borough Clerk to enter into an agreement with the SPECIAL LEGAL COUNSEL for professional services as SPECIAL LEGAL COUNSEL without competitive bid; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The BOROUGH hereby engages the SPECIAL LEGAL COUNSEL to serve as a SPECIAL LEGAL COUNSEL for the balance of calendar year 2021, or until his successor qualifies in connection with the BOROUGH'S communication carriers as to carrier agreements and wireless communications facilities, and in particular, the installation of next general mobile networks in the public right of way. The SPECIAL LEGAL COUNSEL hereby accepts such engagement and agrees to provide the services required under this agreement.
2. **SCOPE OF SERVICES:** The SPECIAL LEGAL COUNSEL shall perform all legal services for the BOROUGH as assigned to him by the Mayor and Council, and more specifically as set forth in the attached document entitled 5G Telecommunications Consulting Summary of Services, which is incorporated herein by reference. The SPECIAL LEGAL COUNSEL shall communicate with and take direction, when necessary, from the Borough Attorney.
3. **PAYMENT FOR SERVICES:** The provision of the services pertaining to the impending deployment in the BOROUGH of 5G generation of mobile networks will be performed by Hoplite at no cost to the BOROUGH as all compensation to be paid to Hoplite will be paid by the communications/utility carriers.
4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other attorneys for specific matters if in the opinion of the Mayor and Council such is necessary.
5. **FAIR AND OPEN PROCESS:** This contract is not awarded pursuant to a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq. Accordingly, this agreement is contingent upon the SPECIAL LEGAL COUNSEL submitting proof that he is not barred by state or municipal Pay to Play Laws or Ordinances.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the SPECIAL LEGAL COUNSEL agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the SPECIAL LEGAL COUNSEL agrees to comply fully with the terms, provisions and obligations of said regulation.

7. RIGHT TO RESCIND: The award of this contract is subject to the BOROUGH'S right to rescind same within thirty (30) days of its issuance should the Mayor and Council determine that the SPECIAL LEGAL COUNSEL'S services are not performed satisfactorily in accordance with this contract.

8. MALPRACTICE INSURANCE: SPECIAL LEGAL COUNSEL agrees to maintain malpractice insurance in an amount in excess of \$1,000,000.

9. ASSIGNMENT: This Agreement shall not be assigned or assignable, either by action of SPECIAL LEGAL COUNSEL or by law.

10. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Jersey.

11. MERGER CLAUSE: This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements.

12. AMENDMENTS: This Agreement may be amended by the mutual consent of both parties. Any Amendment must be in writing and must be executed. A copy shall be attached to this Agreement.

13. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF GLEN ROCK

ATTEST:

Kristine Morieko, Mayor

Jacqueline Scalia,
Borough Clerk

HOPLITE COMMUNICATIONS, LLC

WITNESS:

DATE:

By: _____
Peter J. Lupo, Esq., Sole Member
