

**SUPPLEMENTAL 2013**  
**CONTRACT FOR SPECIAL COUNSEL SERVICES**

**THIS AGREEMENT**, made this 14<sup>th</sup> day of October, 2013, by and between **PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as the "**TAXING DISTRICT**") and **HARRY S. HAUSHALTER, ESQ.**, 2119 Route 33, Suite A, Hamilton Square, New Jersey 08690 (hereinafter referred to as "**ATTORNEY**").

**WITNESSETH:**

WHEREAS, the **TAXING DISTRICT** retained the **ATTORNEY** by Agreement dated January 1, 2013 for a sum not-to-exceed forty thousand (\$40,000.00) dollars to represent the **TAXING DISTRICT** in connection with real property tax appeals before the Mercer County Board of Taxation and the New Jersey Tax Court; and

WHEREAS, said appropriation has proven to be insufficient due to the nature and scope of tax appeals which the **TAX DISTRICT** is required to handle during the calendar year 2013; and

WHEREAS, the **TAXING DISTRICT** has adopted a Resolution as authorized by the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-2 et seq.*, awarding a Supplemental Professional Services Agreement to the **ATTORNEY**.

NOW, THEREFORE, the **TAXING DISTRICT** and **ATTORNEY** due mutually agree as follows:

1. The **TAXING DISTRICT** hereby authorizes the Mayor and Clerk to execute a Supplemental Professional Services Agreement with the Attorney for an additional sum of thirty-five thousand (\$35,000.00) dollars. The total

Professional Services Agreement with the **ATTORNEY**, therefor, for the calendar year 2013 shall not exceed seventy-five thousand (\$75,000.00) dollars.

2. The **ATTORNEY** agrees to continue to bill the **TAXING DISTRICT** at the rate of \$165.00 per hour. The **ATTORNEY** will coordinate his work with the Princeton Tax Assessor in connection with the representation of the **TAXING DISTRICT** before the Mercer County Board of Taxation and the New Jersey Tax Court.
3. When the **ATTORNEY** reaches a point where he has billed the **TAXING DISTRICT** eighty (80%) percent of the total authorized amount, the **ATTORNEY** shall notify the **TAXING DISTRICT**.
4. The parties hereby incorporate by reference into this Agreement the attached affirmative action/non-discrimination requirements as set forth on Exhibit A.
5. The **ATTORNEY** agrees to furnish to Princeton an up-to-date copy of the **ATTORNEY**'s New Jersey Business Certificate as required by Chapter 57 of the Laws of the State of New Jersey, 2004 as per Exhibit B attached.
6. The **ATTORNEY** agrees to adhere to the requirements of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.7 et seq.*, as per attached Exhibit C.
7. The **ATTORNEY** agrees to furnish to the Princeton Clerk his Local Government Ethics Law Financial Disclosure Statement in a timely fashion as required by *N.J.S.A. 40A:9-22.1 et seq.*

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

**ATTEST:**

**PRINCETON, a municipal corporation of  
the State of New Jersey**

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Liz Lempert, Mayor

**WITNESS:**

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**HARRY Z. HAUSHALTER, ESQ.**