

Contract for Legal Services

This Contract for Legal Services (the "Contract") is entered into by the Township of Teaneck, 818 Teaneck Road, Teaneck, NJ 07666 (the "Township") and Scarinci Hollenbeck, LLC, 150 Clove Road, 9th Floor, Little Falls Township, NJ 07424 (the "Firm"). The Township and the Firm are referred to collectively as the "Parties" and separately as a "Party."

WHEREAS, the Township seeks to enter into a Professional Service Contract for a licensed New Jersey attorney to serve as its Special Counsel to provide independent legal guidance on issues of importance to the Township; and

WHEREAS, the Firm's credentials were evaluated by the Township and the Firm has been found to meet all requirements and criteria to fulfill the positions of Special Counsel; and

WHEREAS, the Parties have agreed to contract for legal services as follows:

1. **Payment**. The Township and the Firm have agreed upon an hourly arrangement whereby the Township shall pay to the Firm at a billable rate of \$175.00 per hour for all work performed by attorneys of the Firm, in addition to all necessary costs and expenses, as described below.
2. **Billable Disbursements**. The Firm will charge the Township for certain disbursements advanced by the Firm, which may include: (1) filing and court fees; (2) transcript fees for depositions and court proceedings; (3) search/service fees; (4) postage and delivery services; and (5) expert witness fees. Billable disbursements DO NOT include, and the Firm WILL NOT bill for: (1) mileage or toll reimbursements; (2) meal, lodging, or other transportation expenses; (3) telephone charges; (4) fax charges; or (5) charges for computer-assisted legal research services.
3. **Retainer**. The Firm does not require, and the Township will not advance, any retainer monies in connection with this Contract.
4. **Invoices and Payment**. On the first day of each full month following the date of this Contract, or as soon thereafter as practicable, the Firm shall provide the Township with an invoice for all legal services and disbursements provided by the Firm to the Township during the preceding month. The Firm shall comply with all payment policies and procedures required by the Township.
5. **Mandatory Contractual Language**. Pursuant to New Jersey law, the Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts is annexed hereto as **Exhibit A** and is hereby incorporated into this Contract; and the Mandatory ADA Compliance Language is annexed hereto as **Exhibit B** and is hereby incorporated into this Contract.
6. **Assurances**. The Firm cannot and does not make any assurances to the Township as to the outcome of any particular legal matter during the Representation.
7. **Termination**. The Township is free to terminate the Firm's representation of its interests at any time. The Firm may terminate for any reason arising under the applicable rules of professional responsibility, court decisions, rules, or statutes.

8. Integration Clause. This Contract represents and contains the entire agreement and understanding with respect to the subject matter of this Contract and supersedes any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the Parties hereto unless incorporated herein. This Contract may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

9. Representation of Comprehension. The Parties represent to each other that they have completely read this Contract, fully understand its terms, and voluntarily accept same of their own choice. The Parties further represent and acknowledge that they have been provided with the opportunity to review this Contract with independent legal counsel.

10. Construction. It is acknowledged and agreed that counsel for each party has reviewed this Contract, and accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract. In the event that one or more of the provisions or portions of this Contract is determined to be illegal or unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law. This Contract is entered into in the State of New Jersey and shall be construed and interpreted in accordance with its laws. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

11. Who Is Bound. The Parties are bound by this Contract. Any person or entity who succeeds to their respective rights and responsibilities is also bound.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year written below.

SCARINCI HOLLENBECK, LLC

By: _____

Date: _____

TOWNSHIP OF TEANECK

By: _____

Name/Title: _____

Date: _____