AGREEMENT FOR PLANNING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this __ day of July, 2026 by and between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and DIANA POWELL McGOVERN, ESQ., Attorney at Law of the State of New Jersey, and their law firm GACCIONE POMACO, P.C., One Boland Drive, Suite 102, West Orange, New Jersey 07052 hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Planning Board, pursuant to N.J.S.A. 40:55D-71, and the Governing Body of the TOWNSHIP have determined that it is in the best interests of the Planning Board and the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Planning Board Attorney;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Planning Board Attorney for the period January 1, 2026 through December 31, 2026.

2. The rate for attendance at special meetings requested by an applicant is $750 per meeting and paid from the escrow established by the applicant.

3. Any preparatory or post-meeting services related to Special Meetings, including but not limited to drafting the Board resolution, shall be charged at $195 per hour and paid from the escrow established by the applicant.

4. The annual rate for attendance at all regular meetings is $12,000 per year. This amount shall compensate for attendance at regular meetings with all additional services being

paid for from escrow monies by each applicant at the hourly rate of $195.

5. The maximum amount for litigation services related to non-escrow matters shall not exceed ("NTE") $50,000 for calendar year 2026, which shall be billed at a rate of $195 per hour and shall be paid by the Township.

6. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

7. COUNSEL'S responsibilities shall include preparation for and attendance at all Planning Board meetings, drafting all-resolutions, and all Planning Board related matters.

8. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds beyond the service contemplated herein. The TOWNSHIP shall not unreasonably withhold or delay its prompt approval for the payment of services rendered in this engagement.

9. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought. The TOWNSHIP shall not unreasonably withhold or delay the prompt approval and payment to COUNSEL for services rendered arid the issuance of the requisite purchase orders for same. All payments shall be made by the TOWNSHIP within sixty (60) days of receipt of invoices from COUNSEL unless a legitimate discrepancy exists as to whether the services billed were authorized.

10. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply where applicable to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or· employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed. Nothing contained herein shall preclude the Planning Board from requesting services of COUNSEL which services, if reasonably requested and performed, shall be paid in accordance herewith, subject lo the not to exceed amount set forth herein unless extended hereinafter.

11. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than thirty (30) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

12. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of

renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

13. The Professional shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

14. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J,S.A. 59:2-1 *et seq.,* and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

15. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 *et seq.*

16. The BOARD or COUNSEL may terminate this Agreement upon thirty (30) days written notice.

17. No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the BOARD and executed by the BOARD and COUNSEL.

18. No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

19. COUNSEL reserves the right to utilize any other land use experienced attorney at the Gaccione Pomaco firm to fulfill any of the services contemplated hereunder on the same terms set forth herein.

20. This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

In Witness Whereof, the parties have set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

_____

KAREN J. CARNEVALE, R.M.C.

BY:_____
SUSAN MCCARTNEY, MAYOR

WITNESS

GACCIONE POMACO P.C.

_____

BY:_____
DIANA POWELL MCGOVERN, ESQ.