

**AGREEMENT FOR PROFESSIONAL LEGAL SERVICES
IN CONNECTION WITH PENDING LITIGATION**

THIS AGREEMENT ("Agreement" or "agreement") entered into this 27th day of January 2026 by and between THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and DECOTIIS, FITZPATRICK, COLE & GIBLIN, LLP, located at 61 South Paramus Road, Suite 250, Paramus, New Jersey 07652 (hereafter referred to as "ATTORNEY").

WITNESS

WHEREAS, PRINCETON is a defendant in pending litigation known as Marcou v. Elhajjmal, et al., Docket No. MER-L-2330-23; and

WHEREAS, the Princeton Council has a need to retain the services of special counsel for purposes of providing additional assistance and specialized legal advice to the Council in connection with the current status of said litigation and other matters related to said litigation; and

WHEREAS, ATTORNEY has offered to render such legal services to the Council on an as-needed, as-directed basis for a sum not to exceed \$17,500; and

WHEREAS, at this time the Council desires to retain the services of ATTORNEY to serve as special counsel to provide the sought-after legal advice to the Council; and

WHEREAS, by resolution of the Council, the Council awarded an agreement for professional legal services to ATTORNEY for ATTORNEY to provide the sought-after services without public bidding, as permitted by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i).

NOW THEREFORE, IT IS AGREED by and between PRINCETON and ATTORNEY as follows:

1. Scope of Services.

ATTORNEY shall provide professional legal services to the Princeton Council in connection with pending litigation entitled Marcou v. Elhajjmal, et al., Docket No. MER-L-2330-23 in which PRINCETON is a defendant, as well as related legal matters in connection with or arising out of this matter, on an as-needed, as-directed basis.

a. The intent of the services shall not be to enter an appearance in the litigation or supplant the role of assigned insurance defense counsel, but to provide additional assistance to the Council related to the current status and ongoing progress of the litigation and any potential settlement, and the immediate and future impact of such litigation on PRINCETON and its operations, insurance and risk management.

b. In furtherance thereof, ATTORNEY is hereby authorized to obtain and review significant pleadings, discovery materials, transcripts and court rulings in the litigation, and to communicate and interact with defense counsel and the JIF.

2. Term.

The term of this Agreement shall be up twelve months or whenever the services are no longer needed, whichever first occurs.

3. Compensation.

- a. The anticipated cost of ATTORNEY's services shall not exceed \$17,500 at this time.
- b. ATTORNEY shall be paid at the rate of \$275.00 per hour.
- c. ATTORNEY shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month.
- d. PRINCETON agrees to pay ATTORNEY within thirty (30) days of receipt of an audited and approved voucher.

4. Affirmative Action/Equal Employment.

The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.

5. Business Registration & Sales and Use Tax.

The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit B.

6. Insurance; Hold Harmless.

- a. Prior to commencing work, ATTORNEY shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. ATTORNEY shall defend, indemnify and hold harmless PRINCETON, its

officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the ATTORNEY'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this agreement.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

Dawn M. Mount, Clerk

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

By: _____
Michelle Pirone Lambros, Council President

DeCotis, FitzPatrick & Cole, LLP

By: _____