

AGREEMENT

This Agreement is made as of January 1, 2010 between **THE BOROUGH OF EATONTOWN, COUNTY OF MONMOUTH, STATE OF NEW JERSEY**, and **JOHN T. LANE, JR., an Attorney at Law of the State of New Jersey**.

WHEREAS, on January 1, 2010 the Borough of Eatontown appointed John T. Lane, Jr., as Municipal Prosecutor for 2010 and

WHEREAS, John T. Lane, Jr., accepts said appointment; and

WHEREAS, The Local Public Contract Law, *N.J.S.A. 40A:11-5(1)* authorized the retention of such counsel without competitive bidding; and

WHEREAS, the Local Public Contract Law *N.J.S.A. 40A:11-1 et seq.*, requires that all contracts of municipalities must be in writing, including those contracts for professional services; and

WHEREAS, The Borough of Eatontown and John T. Lane, Jr., have agreed upon the consideration to be paid for services rendered as Municipal Prosecutor for Eatontown and wish to set forth the terms governing the provision of legal services to be provided by John T. Lane, Jr., and/or members of his law firm and the compensation to be paid in this Agreement; and

WHEREAS, the Borough of Eatontown did on January 1, 2010 authorize the Mayor and Borough Committee to enter into the written Agreement.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Attorney shall be paid an annual retainer in the amount of THIRTY FOUR THOUSAND AND TWO HUNDRED DOLLARS (\$34,200.00) payable monthly, which retainer shall be compensation for attendance by Attorney or Assistant Prosecutor who shall be reimbursed by the Prosecutor directly for any appearance fees at all regular Municipal Court sessions of the Borough of Eatontown. It is the intention of the parties that the Attorney shall personally attend such sessions unless, for good cause, a substitute becomes necessary.
2. The Attorney shall represent the Borough of Eatontown in appeals to higher Courts if case involves local Ordinances. Fees in such appeals shall be paid at a rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per hour.
3. It is hereby agreed by and between the parties that the Attorney shall furnish the aforesaid legal services and the Borough shall make monthly payments for said services as same are billed by the Attorney in accord with its usual procedures.
4. The terms of this Agreement shall be January 1, 2009, through December 31, 2009, or until the appointment of his successor.
5. The Attorney agrees to perform this contract according to the Affirmative Action Law P.L. 1975 C. 127 (N.J.,A.C. 17:27) Rules and Regulations and the Mandatory Affirmative Action clauses attached hereto and made a part hereof .

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as
of the day and year written above.

ATTEST:


BY:



JOHN T. LANE, JR.,
Attorney at Law of the State of New Jersey

BOROUGH OF EATONTOWN

BY:


Mayor Gerald J. Tarantolo

ATTEST

