

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made as of this 27th day of January, 2010, between the **Borough of Eatontown**, County of Monmouth, a body politic of the State of New Jersey, herein designated as the "Borough," party of the first part, and **GluckWalrath LLP**, 428 River View Plaza, Trenton, New Jersey 08611, Attorneys at Law, hereinafter designated as "the Firm," party of the second part:

WITNESSETH:

WHEREAS, the Mayor and Borough Council have determined and they are required by statute to appoint a Borough Attorney to handle the Borough's legal affairs; and

WHEREAS, by Resolution dated January 1, 2010, Andrew Bayer of the Law Firm GluckWalrath LLP, was duly appointed the Borough Attorney for the Borough of Eatontown;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Borough and the Borough Attorney hereby agree as follows:

Appointment: The Borough hereby appoints Andrew Bayer, Esq. of the law firm GluckWalrath LLP (the "Firm") to perform services as the Borough Attorney in connection with legal matters for the Borough and carry out the responsibilities as set forth in this Agreement.

Responsibilities/Scope of Work: The Borough Attorney shall serve as the Director of the Borough's Department of Law in accordance with all applicable Borough ordinances, and shall be the legal adviser to the Borough. In addition to those responsibilities specifically set forth by statute and/or by Borough Ordinance, the Borough Attorney shall perform such legal activities as directed by the Borough, including but not limited to the following:

1. Attendance at agenda and public meetings of the Mayor and Borough Council.
2. Serve as legal advisor to all administrative boards and agencies appointed by the Mayor and/or Council, except as may otherwise be provided by law or the Borough Code, and on all matters of Borough business.
3. Communicate with the Mayor, members of the Administration, members of the Borough Council, members of the Municipal Staff, Borough professionals, and other agents and/or representatives of the Borough on all matters of Borough business.
4. Review and approve all legal documents, contracts, deeds, documents and other instruments prior to the execution thereof by or on behalf of the Township
5. Supervise and direct the work of such additional attorneys and/or technical or professional assistants as the Mayor and/or Borough Council may authorize for special or regular employment in or for the Borough.

6. Represent the Borough in all matters in which the Borough is a party before any division of the Superior Court of New Jersey, the Federal District Court, and such appellate courts and similar administrative tribunals.

7. File suit on behalf of the Borough in any court when so directed by the Mayor and/or Borough Council.

8. With the approval of the Mayor and/or Township Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as the Borough Attorney may in his discretion determine to be necessary or desirable, or as directed by the Mayor and/or Township Council

9. Serve as attorney for the Borough in any matter before the Court and/or Council on Affordable Housing and any other state agency and/or instrumentality of the State of New Jersey.

10. Serve as attorney for the Township in any alcoholic beverage proceeding, either before the Mayor and Township Council or before the Alcoholic Beverage Commission

11. Subject to the approval of the Mayor and/or Borough Council, have power to enter into any agreement, compromise or settlement of any litigation in which the Borough is involved.

12. Conduct prosecution of offense cognizable before the court of the State of New Jersey, including the violation of ordinances or citizens' complaints of any department or agency of the Borough as required under state law and violations of the rules and regulations duly promulgated by the department, board or agency of the Borough, except where the prosecution of such crimes and offenses is the duty of the County or Borough Prosecutor.

13. Maintain a record of all actions, suits, proceedings and matters which relate to the Township's interests and report thereon from time to time as the Mayor and /or Council may require.

14. Such other powers, duties and functions as may be provided by the Borough, applicable law, administrative directive, or court decision.

Term of Agreement: Pursuant to N.J.S.A. 40A:11-1 et seq., this Agreement shall be for a period of twelve (12) months from January 1, 2010 through December 31, 2010.

Compensation/Expenses: The Borough hereby agrees to pay the Borough Attorney within 30 days upon receipt of appropriate vouchers, all charges rendered pursuant to this Agreement or any modifications, additions or amendments to the Agreement, for services provided by him or a member of the Firm. The Firm shall be compensated as follows:

a. \$15,000 per annum in equal monthly installments each and every month, as a retainer to attend the regularly scheduled meetings of the Township Council.

b. Hourly compensation for all other legal services outlined in this Agreement and otherwise authorized by the Mayor and Council at the following schedule:

- Partners: \$150.00 per hour
- Associates: \$135.00 per hour
- Law Clerks: \$115 per hour
- Paralegals: \$85.00 per hour

c. In addition to the above, the Firm shall be reimbursed for all out-of-pocket and travel costs such as copying or printing costs, facsimiles, messenger fees, filing fees, recording fees, court costs, transcript costs, Westlaw or other computerized legal research charges, and for all other out-of-pocket disbursements incurred in performing their responsibilities on behalf of the Borough.

Assignment of Work: Unless otherwise directed by the Mayor and/or the Borough Council of the Borough, the Borough Attorney may, at his discretion, assign certain appearances and projects to attorneys in his office who are members of the legal profession and are licensed as an Attorney-at-Law by the State of New Jersey, compensation for whose services shall be paid in accordance with "Compensation/Expenses" paragraph above. In addition to utilizing those attorneys in his office, the Borough Attorney may, if so required, and at his discretion, assign certain legal projects, including litigation, to special counsel or other outside counsel as the Borough Attorney may determine whenever the Borough Attorney deems the interest of the Borough to require, subject to the Borough Council's approval.

Certification of Funds: The Borough represents that it has and will have sufficient funds available in its budget to pay the consideration to the Firm for the services to be rendered by the Borough Attorney to the Borough as required by the provisions of this Agreement.

Termination: The Borough Attorney's contract with the Borough shall be deemed terminated upon action by the Mayor, with the consent of the majority of Borough's full governing body at the end of the term of this Agreement. However, if the Borough has failed to enter into a new Agreement with the Borough Attorney, this contract shall remain in full force and effect to the same extent and at the same rates as provided for hereinbefore until a new contract has been entered into between the parties or until a successor has been appointed and qualified.

Affirmative Action: During the performance of this Agreement, The Firm agrees as follows:

A. The Firm will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Firm will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

B. The Firm will in all solicitations or advertisements for employees placed by or on behalf of The Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

C. The Firm, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of The Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

D. The Firm agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

E. The Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

F. The Firm agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

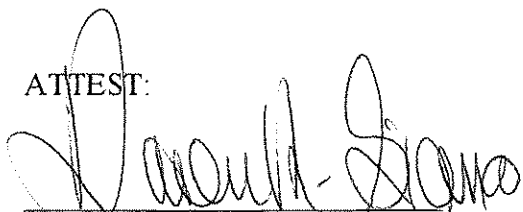
G. The Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions;

H. The Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions; and

I. The Firm will furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and the Borough will furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

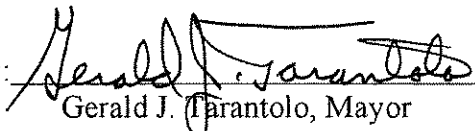
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first referenced above.

ATTEST:



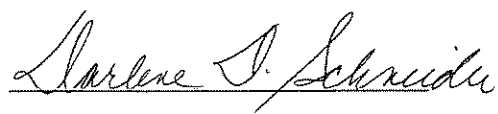
Karen Siano, Borough Clerk

Borough of Eatontown

By: 

Gerald J. Tarantolo, Mayor

ATTEST:



Darlene J. Schreider

GluckWalrath LLP

By: 

Andrew Bayer