

**AGREEMENT TO PROVIDE LEGAL SERVICES**

THIS AGREEMENT, dated Jan 27, 2010 is made

**BETWEEN**

**BOROUGH OF EATONTOWN**

whose principal address is 47 Broad Street, Eatontown, New Jersey 07724 ("client"),

**AND**

**MATTHEW J. GIACOBBE, ESQ. of  
SCARINCI HOLLENBECK**

its successors and assigns, whose address is 1100 Valley Brook Avenue, P.O. Box 790,  
Lyndhurst, New Jersey 07071, ("Law Firm")

1. Legal Services To Be Provided. You agree that this Law Firm will represent you as

Labor Counsel and perform the following duties:

To perform any and all legal services regarding negotiations and/or interest arbitration, personnel and other labor relations matters and represent the Client, its agencies, departments, and sub-divisions, in any other matters. This includes, but is not limited to, State, Federal and administrative matters, legal opinions, review of contracts, research and consultation, etc.

The legal work includes all necessary Court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone with the Client and with others, and related work to properly represent the Client in any such matter.

2. Legal Fees. The Law Firm cannot predict or guarantee what your final bill will

be. This will depend on the time spent on your case and the amount of other expenses.

A. Hourly Rate. You agree to pay the Law Firm for legal services at the following

rates:

<u>Rate Per Hour</u>	<u>Services of</u>
\$ 145	All Attorneys

B. All Services Will Be Billed. You will be billed at the hourly rates set forth in Paragraph 2A for all services rendered. This includes telephone calls, dictating and reviewing letters, travel time to and from meetings and Court, legal research, negotiations and any other service relating to the subject matter of this Contract (minimum charge for 12 minutes). Fees accrue for attendance at meetings. Legal fees will be charged portal to portal.

3. Costs and Expenses. In addition to legal fees, the Client will pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services (prevailing market rates), photocopying charges (\$.20 per copy), facsimile transmissions (\$.75 per page), telephone toll calls, postage, interpreter/translators' fees (prevailing market rates).

The Law Firm may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

4. Bills. The Law Firm will send you itemized progress bills from time to time, which are payable at the Client's regular monthly meeting. The Law Firm may require that some costs and expenses (See Paragraph 3) be paid in advance. All other bills for costs and legal expenses are due upon receipt.

5. Your Responsibility. You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm may withdraw from representing you or ask the Court for permission to do so.

6. No Guarantee. The Law Firm agrees to provide conscientious, competent and

diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

7. Trust Money. Any money received by this Firm to be placed in our Trust Account will be placed in a non-interest bearing account unless specific written arrangements are made to the contrary.

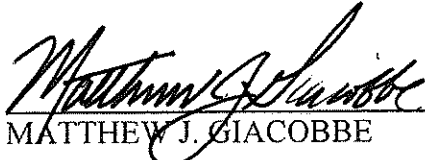
8. Signatures. The Law Firm and the Client have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

9. Duration. This Contract shall take effect on January 1, 2010 and continue until December 31, 2010. It may be cancelled on written notice by either party to the other.

10. Attorney shall comply with the requirements of P.L. 1975 C. 127 (N.J.A.C. 17:27) regarding Affirmative Action and Executive Order 11246 regarding Equal Employment Opportunity, as amended.

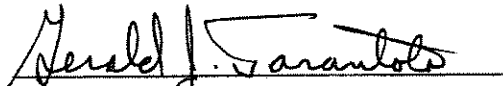
**SCARINCI HOLLENBECK**

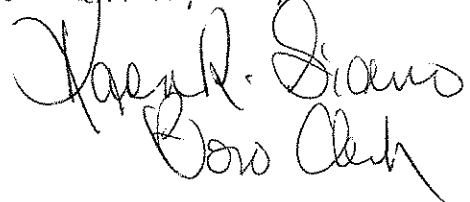
BY:

  
MATTHEW J. GIACOBBE

**BOROUGH OF EATONTOWN**

BY:

  
Gerald J. Tarantolo, Mayor

  
Karen R. Dianno  
Boro Clerk