

AGREEMENT made this _____ day of _____, 2010 by and between the BOROUGH OF EATONTOWN "the Borough", and DENNIS A. COLLINS, ESQ., having offices at 1451 Route 34, Suite 303, Farmingdale, New Jersey 07727, hereinafter referred to as "Attorney".

WHEREAS, the Borough of Eatontown has adopted a resolution confirming the appointment of Dennis A. Collins, Esq. as attorney for the Borough of Eatontown, which resolution was adopted and published as required by Local Public Contracts Law.

WITNESSETH

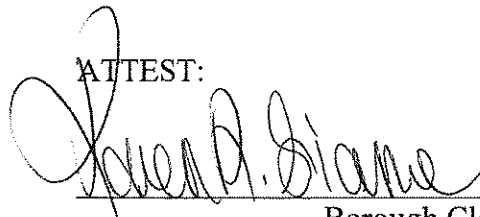
1. Retainer- The Attorney shall be paid an annual retainer in the amount of \$0.00.
2. Other Services- Professional services of the Attorney or in the Attorney's absence the services of a qualified licensed substitute, shall be rendered on a part-time basis which services shall include, but not be limited to: preparation of resolutions, research, telephone conferences other than as set forth in Paragraph One above, and advice, court and administrative appearances, preparation of ordinances and any and all legal documents as may be required by the Borough of Eatontown, together with attendance at special or any additional meetings that may be called from time to time by the Borough Commissioners. These services shall be chargeable at the following rates:
 - (a) Legal services rendered to the Borough of Eatontown by Dennis A. Collins (or another qualified substitute) - \$135.00 per hour;
 - (b) Travel expenses, hand delivery of documents when and as required- \$.20 per mile;
 - (c) Photocopying when and as required- \$.20 per page;
 - (d) Faxing out materials- \$1.00 per page;
 - (e) Out-of-pocket expenses, including filing fees, recording fees, etc. to be reimbursed in the amount actually expended.
3. It is hereby agreed that the Attorney shall furnish legal services as set forth above and the Borough shall make payments of same in accordance with the terms of Paragraph One and Two hereof.
4. This contract has been authorized by resolution adopted at a regular meeting held on January 1, 2010.
5. This agreement shall remain in full force and effect from January 1, 2010 and shall terminable at will by the Borough of Eatontown.

6. The attorney agrees to perform this contract according to the Affirmative Action Law, P.L. 1975, Rules and Regulations and the Mandatory Affirmative Action clauses attached hereto and made a part hereof as Exhibit A.

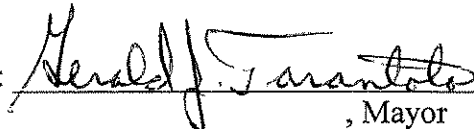
7. This contract has been awarded based on the merits and abilities of the professional referred to herein to provide the services described. This contract was awarded through the "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 to ensure that the professional is not permitted to make unrestricted political contributions to those in office as might be permissible under the "fair and open" process.

8. The undersigned does hereby attest that the undersigned, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to N.J.S.A. 19: 44A-8 or 16 in the one year preceding the award of this contract which would effect its eligibility to perform this contract, nor will it make a reportable contribution during the term of this contract to any political party committee in the municipality if a member of the political party is serving and/or is a candidate for any elective office in the municipality.

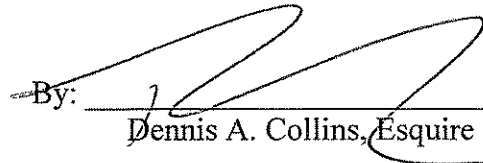
BOROUGH OF EATONTOWN

ATTEST:


Joseph A. Diame
, Borough Clerk

By: 

Gerald J. Santolo
, Mayor

By: 

Dennis A. Collins, Esquire

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The contractor 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; selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agent Compliance Officer setting for the provisions of this nondiscriminating clause;

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, notice, to be provided by the agency contracting officer advising to labor union or workers' representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor 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 or 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.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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.

The contractor and its subcontractors shall furnish such reports and other documents to the Affirmative Action Office as may be requested from the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).