

**PROFESSIONAL SERVICES AGREEMENT FOR
APPOINTMENT OF BARRY A. COOKE, ESQ. AS SPECIAL
COUNSEL ON BEHALF OF BOROUGH OF RED BANK,
MONMOUTH COUNTY, NJ**

THIS AGREEMENT is made between the Borough of Red Bank (hereinafter "Borough"), a municipal corporation of the State of New Jersey, and Barry A. Cooke, Esq. of Wilentz, Goldman & Spitzer, Two Industrial Way West, Eatontown, New Jersey ("Special Counsel"), collectively "the Parties".

In consideration of the mutual agreements contained in this Agreement and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. Special Counsel shall provide professional legal services; specifically, a Report opining as to whether the Borough should commission an independent investigation of the facts and circumstances regarding potential interference with the Borough's sanitation contract bid during the summer of 2020 and/or the subsequent release of confidential information related thereto in August 2020.
2. Upon completion of the investigation Special Counsel shall provide a written report setting forth its findings, conclusions and suggested corrective action(s), if any. The six (6) copies of which shall be submitted in a sealed envelope to the Clerk of the Borough for distribution to the Mayor and Council.
3. The Report prepared by Special Counsel shall be the sole property of the Borough. Special Counsel shall not distribute, reproduce or communicate the contents of the report without the authorization of the Borough or compelled by law.
4. The Borough shall pay to Special Counsel and agrees to accept as full payment of fees not to exceed Seven Thousand Five Hundred Dollars and Zero cents (\$7,500.00) which shall be paid from time to time on the basis of monthly statements rendered by Special Counsel to the Borough as follows:
 - a. Special Counsel shall be paid for actual time devoted to work for the Borough including meetings with Borough officials, conferences and telephone conferences and all necessary travel time at the following rates: for professional services provided by Barry A. Cooke, Esq. at the rate of

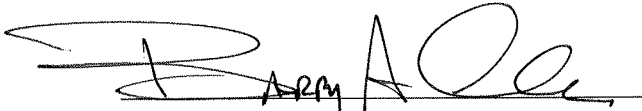
One Hundred Fifty Dollars (\$150.00) per hour for work actually performed, billed at 6 minute intervals.

b. In addition, reimbursement of expenses shall be paid on the basis of monthly statements rendered by the Special Counsel to the Borough.

5. The status of the Special Counsel under this Agreement shall be that of licensed attorney at law, providing professional legal services to the Borough under this Agreement and Special Counsel shall not be considered an employee of the Borough for any purpose.

6. Borough shall provide access to Special Counsel to review documents and interview elected officials, appointed representatives of the Borough and Borough employees as determined by Special Counsel in its sole discretion. The Borough agrees to facilitate the access to documents and individuals.

Dated: 12/09/2020
Witness


BARRY A. COOKE, ESQ.
Special Counsel

Dated: _____
Witness

Mayor Pasquale Menna