



# KROVATIN KLINGEMAN LLC

ATTORNEYS AT LAW

GERALD KROVATIN

HENRY E. KLINGEMAN\*

HELEN A. NAU\*\*

ANNA G. COMINSKY\*\*

\*ALSO ADMITTED IN HI AND PA

\*\*ALSO ADMITTED IN NY

744 BROAD STREET  
SUITE 1903  
NEWARK, NEW JERSEY  
07102

TEL 973-424-9777  
FAX 973-424-9779  
www.krovatin.com

UNION COUNTY COUNSEL  
RECEIVED

APR 28 2011

ADMINISTRATION BUILDING  
April 25, 2011 ELIZABETH, NJ

Robert E. Barry, Esq.  
County Counsel, County of Union  
10 Elizabethtown Plaza  
Administration Building-5<sup>th</sup> Floor  
Elizabeth, N. J. 07207

Re: George W. Devanney/  
Investigation Being Conducted By  
U.S. Attorney's Office involving County of Union

Dear Mr. Barry:

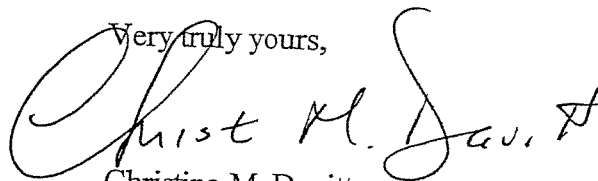
Enclosed please find the following:

- Enclosed please find our firm's bill for professional services rendered through March 31, 2011;
- A memorandum itemizing the time charges; and
- Voucher for payment

Please contact me if you have any questions concerning the enclosed or need any additional information.

Thank you for your attention to this matter.

Very truly yours,



Christina M. Davitt  
Office Manager

Enclosure

KROVATIN KLINGEMAN, LLC  
Attorneys at Law  
744 Broad Street, Suite 1903  
Newark, NJ 07102  
Telephone (973) 424-9777  
Fed. ID No. 26-1119344

April 26, 2011

Robert E. Barry, Union County Counsel  
County of Union  
Administration Building  
Elizabethtown Plaza  
Elizabeth, New Jersey 07207

Re: George W. Devanney

FOR PROFESSIONAL SERVICES RENDERED  
through March 31, 2011 in the above matter

COUNSEL FEE	\$ 6,360.00
DISBURSEMENTS:	
Photocopying charges	<u>13.50</u>
TOTAL FEES AND DISBURSEMENTS	\$ 6,373.50

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KROVATIN KLINGEMAN LLC  
INTEROFFICE MEMORANDUM

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PRIVILEGED AND CONFIDENTIAL  
ATTORNEY CLIENT COMMUNICATION  
ATTORNEY WORK PRODUCT

DATE: April 26, 2011  
FROM: Christina M. Davitt  
TO: Henry E. Klingeman  
RE: GEORGE E. DEVANNEY

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The following is a breakdown of time incurred in the above matter for the period ending March 31, 2011:

<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	
09 /15/10	HEK	Telephone conference with [REDACTED] [REDACTED]	0.10	N/C
09 /17/10	HEK	Conference with [REDACTED] [REDACTED]	1.00	N/C
09 /27/10	HEK	Telephone conference with George Devanney. re status/representation	0.10	
09 /28/10	HEK	Conference with George Devanney re status/representation/strategy	1.10	
10 /08/10	HEK	Telephone conference with George Devanney re status/representation	0.10	
10 /14/10	HEK	Email correspondence re status	0.10	
10 /18/10	HAN	Met with George Devanney and H Klingeman [REDACTED] [REDACTED]	1.50	

\* ALL redactions on this page were made pursuant to  
N.J.S.A. 47:1A-1.1 (5) Attorney-client privilege.

	HEK	Conference with George Devanney re background/strategy (1.50); telephone conference with attorney Robert Barry (representing County of Union) re representation (0.10)	1.60
10/19/10	HEK	Telephone conference with Eric Kanefsky re representation/status (0.20); telephone conference with attorney Timothy Donahue re representation/status (0.30); email correspondence re representation (0.10); telephone conference with George Devanney re status (0.20); telephone conference [REDACTED] [REDACTED] [REDACTED]	0.80
11/09/10	HEK	Conference [REDACTED] [REDACTED] [REDACTED] [REDACTED] (2.00); review documents provided [REDACTED] [REDACTED] [REDACTED] (0.50); telephone conference with attorney Timothy Donohue (former counsel) re status (.20)	2.70
11/22/10	HEK	Telephone conference with Union County Counsel Robert Barry re status (0.20); legal research re [REDACTED] (0.40)	1.00
12/16/10	HEK	Conference with George Devanney re status	1.00
12/22/10	HEK	Telephone conference [REDACTED] [REDACTED]	0.10
01/05/11	HEK	Conference with George Devanney [REDACTED] [REDACTED] [REDACTED] [REDACTED]	2.00

\* All redactions on this page were made pursuant to U.T.C.A. 4-7-11-1167 Attorney-client privilege.

01 /17/11	HEK	Review documents produced to [REDACTED] [REDACTED]	1.10	
01 /21/11	HEK	Telephone conference with George Devanney re [REDACTED] (0.10); telephone conference [REDACTED] [REDACTED] [REDACTED]	0.30	
01 /25/11	HEK	Telephone conference with Union County Counsel Robert Barry re [REDACTED]	0.20	
02 /07/11	HEK	Telephone conference with AUSA Eric Kanefsky re status	0.30	
02 /18/11	HEK	Telephone conference [REDACTED] [REDACTED]	0.20	
03 /04/11	HEK	Telephone conference with George Devanney re status	0.10	
TOTAL FEES			15.40	\$6,360.00

FEE SUMMARY:

<u>ATTORNEY/ PARALEGAL</u>	<u>Hours</u>	<u>RATE</u>	<u>Amount</u>
Helen A. Nair	1.50	\$400.00	\$600.00
Henry E Klingeman	13.90	\$450.00	\$6,255.00

## AGREEMENT

THIS AGREEMENT made and entered into this

11<sup>th</sup> day of Jan 2011

by and between the COUNTY OF UNION, a Body Politic of the State of New Jersey, having its principal place of business at Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey, 07207, hereinafter referred to as "County" and Krovatin Klingman, LLC, Attorney(s)-at-Law of the State of New Jersey having its principal place of business at 744 Broad Street, Suite 1903, Newark, NJ 07102, hereinafter referred to as "Attorney".

*WITNESSETH* that the County and the Attorney, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

### 1. SCOPE OF SERVICES

The County shall retain the services of the Attorney as Special Counsel for George W. Devanney. The Attorney shall furnish all services required to provide legal representation to George W. Devanney in the matter captioned Investigation being conducted by U.S. Attorney's Office involving County of Union.

### 2. COMPENSATION

a) The services to be provided in accordance with Paragraph 1, Scope of Services, shall be compensated in accordance with the Legal Fees set forth in the Retainer Agreement dated November 22, 2010 which is attached hereto and made a part hereof.

b) The Attorney shall receive an initial appropriation from the County to cover compensation in accordance with this paragraph. Subsequent appropriations may be approved, as deemed necessary, in accordance with N.J.A.C. 5:30-11.6, including approval through the

adoption of the appropriate resolution by the Union County Board of Chosen Freeholders and in accordance with the attached schedule of expenses.

The County shall not consider invoices for compensation in excess of the current appropriation. **The Attorney is not permitted to perform any legal work which will exceed the initial and/or any subsequent appropriation until another appropriation is by way of the adoption of the appropriate Union County Board of Freeholder Resolution.** The Attorney will be responsible for monitoring said appropriations and notifying the Office of the County Counsel within a reasonable period of time when subsequent appropriations are required to cover compensation.

c) The County agrees to pay the Attorney out-of-pocket expenses in accordance with Schedule A attached hereto and made a part hereof.

d) The Attorney shall provide itemized monthly invoices which shall include the nature of the work performed, personnel involved, number of hours and hourly rates for each member of its staff, and any out-of-pocket expenses. Payment to the Attorney is to be made within forty-five (45) days after the receipt of the Attorney's invoice and after approval from the Office of County Counsel.

e) The Attorney covenants and agrees to have available upon request, in the County of Union, New Jersey, its books and records for inspection by appropriate officials concerning charges, fees and costs under this Contract.

### 3. DATES OF CONTRACT

This contract shall be for a period of one year commencing on October 18, 2010 and terminate upon the conclusion of the legal matter specified in Paragraph I, Scope of Services. The Attorney agrees to perform its services in such sequence as to assure the expeditious

completion of the matter in light of the purpose of this Agreement. In the event the Attorney fails to perform in a timely manner, the Attorney may be considered in default of this Agreement and said default may serve as a basis for termination in accordance with Paragraph 12 Termination.

#### 4. REQUIRED PERSONNEL

The Attorney represents that it has or will secure, at its own expense, all personnel necessary to perform all of the services required under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. All personnel engaged in the work shall be fully qualified and licensed accordingly.

The subcontracting of the services required hereunder will not be permitted without the prior written approval of the County of Union.

#### 5. SERVICE AND DOCUMENT CONFORMANCE/APPROVAL

All services rendered and documents prepared by the Attorney shall strictly conform to all laws, statutes and ordinances and the applicable rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies, in effect when the services are rendered and the documents prepared.

#### 6. DUE DILIGENCE

The Attorney shall enter upon the performance of this Contract with all due diligence and dispatch and shall endeavor to complete its performance and shall perform its services in accordance with that degree of care and skill normally exercised by other professional attorneys in accordance with recognized professional standards.

## 7. ERRORS AND/OR OMISSIONS

The County reserves the right to deny payment of the part of any fee which is based on an increase in costs in the preparation of documents or services resulting from an error or omission of the part of the Attorney.

## 8. INSURANCE

On or before commencing the work the Attorney shall file with the County evidence of insurance coverage as specified below. The policy shall state all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence. Coverage shall be effective and continuous for the entire term of the Agreement.

### INSURANCE REQUIREMENTS:

A Certificate of Insurance shall be filed with the County prior to commencement of the work. This Certificate shall contain a provision that insurance afforded under the policies will not be canceled without at least 30 days prior written notice being given to the County.

- 1). Automobile Liability Insurance in an amount of not less than \$250,000.00 combined single limit for bodily injury and property damage liability. A certificate of such current insurance shall be provided to the County and shall reflect the provision of at least 30 days notice to the County before any major cancellation or major change may be made in the policy.
- 2). Workers Compensation Insurance insuring the obligation of the Contractors and all subcontractors under the New Jersey Workers Compensation and Occupational Disease Laws as respects work performed under this Contract. Insurance shall be extended to

include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime Act, when applicable.

3). General Liability Insurance shall be provided on a Comprehensive General Liability Form with a limit of \$500,000.00 per Occurrence. The County shall be named as an additional insured with respect to work emanating from the Contract with the County.

4). Professional Liability Insurance with a limit of not less than \$1,000,000.00

#### 9. INDEMNIFICATION

To the fullest extent permitted by law the Attorney shall indemnify, defend and hold harmless the County, its agents, officers, directors and employees from and against any and all claims, damages, losses, actions, liability, costs and expenses, including, but not limited to, attorney's fees, legal costs and legal expenses arising out of or resulting from the performance of the work under this Contract provided that such claim, damage, loss, action, liability, cost or expense is attributable to loss of life, bodily and/or personal injury or damage to property, to the extent it is caused or alleged to be caused in whole or in part by the Attorney's negligent act or omission, or the negligent act or omission of the Attorney's agents, subconsultants, employees or servants, pursuant to this Contract.

#### 10. LITIGATION

In the event the County becomes involved in any litigation with third parties concerning or relating in any way to the services performed by the Attorney, whether such litigation occurs during or after the term of the contract, the Attorney agrees to make its members and employees available to the County, to consult, assist and cooperate in any such litigation to the extent such

consultation, assistance and cooperation may be required by the County, at no additional fees other than the hourly rates specified in this Agreement.

#### 11. TERMINATION

The County reserves the right to terminate this Contract, at its sole discretion, by giving at least ten (10) days prior written notice to the Attorney of such termination and specifying the effective date therefore.

The Attorney shall be paid in full for all services rendered to the date of termination and in accordance with Paragraph 2 Compensation.

#### 12. CHANGES AND MODIFICATIONS

During the term of this Agreement, it may be necessary to make changes, extensions of time or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement of the parties. Changes in contract price shall be in accordance with Paragraph 2(b) above.

#### 13. DISCRIMINATION

The Attorney acknowledges that it has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

## 14. AFFIRMATIVE ACTION

(REVISED 4/10)

### EXHIBIT A

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 contractor 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 nondiscrimination 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

## 15. INDEPENDENT CONTRACTOR STATUS

The Attorney and its employees, personnel, subconsultants, agents and/or representatives are, for all purposes arising out of this Agreement, independent contractors and not employees of Union County. It is expressly understood and agreed that the Attorney and its employees,

personnel, subconsultants, agents and/or representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

#### 16. SEVERABILITY

If any of the provisions of the contract are invalid or unenforceable, such invalidity will not void the entire contract, but rather the entire contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the Attorney shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract.

#### 17. FORCE MAJEURE

Neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes or other industrial disturbances, accidents, war, riot, insurrection or other causes beyond the control of the parties.

#### 18. BUSINESS REGISTRATION CERTIFICATE

In accordance with P.L. 2004, Chapter 2004, no contract shall be entered into by the County unless the Attorney provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

19. GENERAL NOTICE

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

**COUNTY OF UNION:**

County of Union  
Office of the County Counsel  
Union County Administration Building  
Elizabethtown Plaza  
Elizabeth, NJ 07207

**ATTORNEY:**

Krovatin Klingman, LLC  
744 Broad St., Suite 1903  
Newark, NJ 07102

20. MISCELLANEOUS

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The Attorney irrevocably agrees that, subject to Union County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the Attorney consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

21. WAIVER

No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in the Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

22. ENTIRE AGREEMENT

It is expressly agreed that the provisions set forth in the Attorney's Retainer Agreement and this Agreement constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth here or in the specifications are of no force and effect.

23. ASSIGNMENT

This Contract shall not be assigned or assignable, either by action of the Attorney or by law.

24. COOPERATION WITH OTHER VENDORS

The Attorney shall fully cooperate with other contractors, consultant and vendors of the County of Union, the County of Union's employees, or the employees of others as may be required by circumstances or directed by the County of Union.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

N. Dirado  
NICOLE DIRADO, CLERK  
Board of Chosen Freeholders

COUNTY OF UNION

BY George Devanney/es  
GEORGE W. DEVANNEY  
County Manager

APPROVED AS TO FORM

[Signature]  
ROBERT E. BARRY, ESQ.  
County Counsel

ATTEST:

[Signature]  
Corporate Secretary/Notary Public  
Anna G. Cominsky  
Attorney at Law in the State of NJ

Krovatin Klingman, LLC

[Signature]  
Authorized Signatory

Henry E. Klingeman, Esq.  
Print Name

Partner  
Print Title

SCHEDULE "A"

REIMBURSABLE OUT-OF-POCKET EXPENSES

1. Costs of duplication;
2. Priority Postage/Express Delivery;
3. Court costs and Filing fees;
4. Transcript costs;
5. Such other costs and expenses as set forth in the Retainer Agreement;
6. Any costs or expenses greater than \$200.00 must be pre-approved by the County.

# KROVATIN KLINGEMAN LLC

ATTORNEYS AT LAW

GERALD KROVATIN

HENRY E. KLINGEMAN\*

HELEN A. NAU\*\*

ANNA G. COMINSKY\*\*

\*ALSO ADMITTED IN HI AND PA

\*\*ALSO ADMITTED IN NY

744 BROAD STREET  
SUITE 1903  
NEWARK, NEW JERSEY  
07102

TEL. 973-424-9777

FAX 973-424-9779

www.krovatin.com

## AGREEMENT OF REPRESENTATION CONFIDENTIAL

November 22, 2010

BY EMAIL [rbarry@ucnj.org](mailto:rbarry@ucnj.org) AND REGULAR MAIL

Robert E. Barry, Esq.  
County Counsel, County of Union  
10 Elizabethtown Plaza  
Administration Building-5<sup>th</sup> Floor  
Elizabeth, N. J. 07207

UNION COUNTY CO.  
RECEIVED

NOV 29 2010

ADMINISTRATION BUILDING  
ELIZABETH, NJ

Re: George W. Devanney/  
Investigation Being Conducted By  
U.S. Attorney's Office involving County of Union

Dear Mr. Barry:

This letter constitutes the entire Agreement between the County of Union ("Union County") and Krovatin Klingeman LLC.

1. Legal Services to be Provided. Union County agrees that Krovatin Klingeman LLC will represent George W. Devanney in the following specific and limited matter:

Investigation Being Conducted by  
U.S. Attorney's Office involving County of Union

Krovatin Klingeman LLC agrees to perform all necessary legal work, including, but not limited to, making court appearances, conducting negotiations, performing legal research, drafting pleadings, documents, and briefs, and providing legal advice to George W. Devanney.

2. Legal Fees. In consideration for representing George W. Devanney in this matter, Union County agrees that Krovatin Klingeman LLC will bill Union County hourly plus expenses and costs incurred from the beginning of the representation

Klingeman LLC in representing him. If George W. Devanney ceases to cooperate with Krovatin Klingeman LLC, then he agrees that Krovatin Klingeman LLC may withdraw from representing him and/or may ask the Court to release Krovatin Klingeman LLC from representing him. Krovatin Klingeman LLC will also withdraw at any time at George W. Devanney's request.

6. Media. If Krovatin Klingeman LLC is contacted by the media in connection with our representation of George W. Devanney, we retain the right and discretion to determine what, if any, information we will provide in response to the media contact. We recognize that our duty of advocacy includes an obligation to address media inquiries responsibly without compromising our client's rights and interests.
7. No Guarantee. Krovatin Klingeman LLC agrees to provide conscientious, competent, and diligent services to the best of our ability. George W. Devanney recognizes, however, that legal proceedings are uncertain and based on many unknowable factors. As a result, George W. Devanney acknowledges that Krovatin Klingeman LLC has not made and will not make any predictions, warranties, or guarantees as to the result or outcome of this matter.
8. Conflict of Interest. George W. Devanney's legal fees and expenses are to be paid by his employer, Union County. Further, he is aware that his employer may cease paying his legal fees and expenses at any time and only remain responsible for legal fees and expenses up to the time it provides him and his attorney with notice that it is ceasing to pay. Notwithstanding this, please be aware that Krovatin Klingeman LLC represents George W. Devanney, not Union County, and owes its only fiduciary duty to him, not Union County. With these understandings, George W. Devanney agrees that Krovatin Klingeman LLC will represent him and that Union County may pay his legal fees and expenses.
9. Modification. This Agreement may only be modified by a written agreement signed by the parties.
10. Signature. The signatories acknowledge that they have read this Agreement carefully; they have had it explained to them to their satisfaction; they have had the opportunity to ask Krovatin Klingeman LLC any questions about it; and they believe that it fully and fairly sets forth their entire agreement with Krovatin Klingeman LLC. By their signatures, they are indicating their understanding and acceptance of this agreement.

(October 18, 2010). Krovatin Klingeman LLC will provide George W. Devanney and Union County with periodic statements that Union County agrees to pay promptly.<sup>1</sup> Additionally, Krovatin Klingeman LLC reserves the right to request a retainer as we learn more about the facts and complexity of the matter. Krovatin Klingeman LLC's current hourly rates for this matter are as follows:

Gerald Krovatin	\$450
Henry Klingeman	\$450
Helen Nau	\$400
Anna Cominsky	\$350
Paralegal	\$125

This Agreement does not include any other matters about which George W. Devanney or Union County may seek our advice or representation (including appeals) unless the parties agree in writing to include any other matter. Union County agrees that this fee agreement is reasonable.

3. Expenses and Costs. Union County will be responsible for, and receive a statement for, any and all expenses and costs Krovatin Klingeman LLC incurs on George W. Devanney's behalf, including expenditures for travel (business class or equivalent), mileage, and parking, fees for experts, consultants, and private investigators, and charges for computer research, messenger services, sheriff's fees, courts costs and fees, transcripts, foreign language interpretation and translation, overseas telephone tolls, extraordinary photocopying, overnight delivery services, and extraordinary postage. For larger expenses, e.g., greater than \$200, Krovatin Klingeman LLC may ask Union County to pay the expense directly and Union County has agreed to do so.
4. Experts and Consultants. Krovatin Klingeman LLC may request that experts or consultants (including private investigation services) be retained for the benefit of George W. Devanney. Union County would then be solely responsible to pay the experts and consultants. By this Agreement, Union County is appointing Krovatin Klingeman LLC as Union County's agent to retain, after consultation with and approval by George W. Devanney and Union County, such experts and consultants and compensate them in such amounts as we recommend to be in George W. Devanney's best interest.
5. George W. Devanney's Responsibility. George W. Devanney agrees to provide any and all information relevant to this matter, including any communications received by him from the Court or any other source, and any and all assistance, including the prompt payment of legal fees and expenses, requested by Krovatin

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<sup>1</sup> Krovatin Klingeman LLC will provide George W. Devanney with detailed invoices that may contain attorney-client and other confidential information. Krovatin Klingeman LLC will provide Union County with summary invoices, to avoid disclosure of attorney-client and other confidential information.

Thank you again for giving us the opportunity to represent George W. Devanney.

Very truly yours,

KROVATIN KLINGEMAN LLC



HENRY E. KLINGEMAN

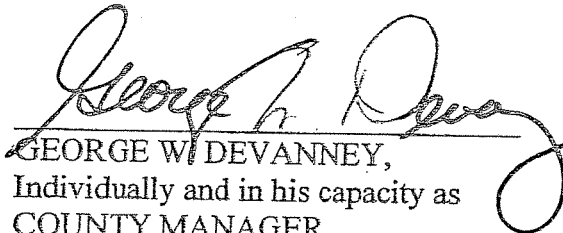
I HAVE READ THIS AGREEMENT  
AND I AGREE TO ITS TERMS:



ROBERT E. BARRY, ESQ.  
COUNTY COUNSEL  
and  
AUTHORIZED REPRESENTATIVE  
of  
COUNTY OF UNION

Dated: 12/1/10

I HAVE READ THIS AGREEMENT  
AND I AGREE TO ITS TERMS:



GEORGE W. DEVANNEY,  
Individually and in his capacity as  
COUNTY MANAGER,  
COUNTY OF UNION

Dated: 12/1/10