

AGREEMENT made this 1st day of January, 2020 by and between

BOROUGH OF OCEANPORT
A Municipal Corporation of the State of New Jersey
(hereinafter "Borough")

AND

SCOTT C. ARNETTE, ESQ.
The Arnette Law Firm, LLC
151 Bodman Place, Suite 200
Red Bank, New Jersey 07701
(hereinafter "Attorney")

WITNESSETH

1. The Borough hereby appoints and employs the Attorney to represent, appear and act for the Borough in the capacity of Borough Attorney in accordance with applicable statutes, regulations and ordinances pertaining thereto and to perform such other legal activities and duties as from time to time the Council of the Borough of Oceanport may direct.

2. The Borough hereby agrees to pay the Attorney for the services performed by him or a member of his firm as herein set forth as follows:

a. All services shall be charged at the rate of \$155.00 per hour billed in 15-minute increments. These services include but are not limited to, office conferences, telephone consultations, attendance at meetings, litigation, tax appeal and valuation defense, review and preparation of ordinances, resolutions and other documents as needed, legal opinions, correspondence and legal research.

b. Matters involving litigation and trial appearances in any of the Courts of New Jersey and appearances before Administrative Judges, or other Hearing Officers or Tribunals shall be billed separately. Appearances before those Courts and Tribunals shall be in accordance with the rate set forth hereinabove.

c. The Borough shall pay all costs and expenses advanced by the Attorney for out of pocket costs, including, but not limited to, copying or printing costs, messenger fees, filing fees, transcript costs and similar costs and expenses.

3. As a prerequisite to payment, the Attorney shall complete and execute vouchers provided by the Borough of Oceanport.

4. The Attorney, unless otherwise directed by the Mayor and Council, may assign certain appearances and projects to other Attorneys who are members of the legal profession and licensed as an Attorney at Law by the State of New Jersey, compensation for whose services shall be paid in accordance with Paragraph 2b above.

5. The Firm will send itemized progress bills identifying work performed that is compensable under paragraph 2b from time to time, which are to be approved and payable at the Borough's regular monthly meeting. The Firm may require that costs and expenses (See Paragraph 2c) be paid in advance. All other bills for costs and legal expenses are due upon receipt.

6. Attorney shall provide and maintain professional liability insurance for the term of this agreement.

7. The Borough shall maintain adequate insurance and shall indemnify and hold harmless the Attorney for costs of defense of any and all claims instituted by anyone, except the Borough, arising out of the performance of this agreement unless and until a Court of competent jurisdiction finds that Attorney acted outside the scope of his duties, negligently or contrary to law, in which event the Borough shall be reimbursed for the cost of defense, except that said reimbursement may be waived or apportioned in case of settlement, as agreed to by the Borough and Attorney.

8. The Attorney agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable. 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.

9. Any money received by Attorney to be held in Trust will be placed in the Firm's Trust Account unless specific written arrangements are made to the contrary.

10. The Attorney and the Borough have read and agree to this Agreement. The Attorney has answered all questions, fully explained this Agreement to the Borough's complete satisfaction and furnished a fully executed copy of this Agreement.


11. Statutorily Required Affirmative Action Clause:

Attorney and the Borough hereby incorporate into this Contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Attorney agrees to comply fully with the terms, provisions and conditions of Subsection 2.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

12. This Contract shall remain in effect until the appointment and qualification of the successor to the Attorney, or until modified in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:



Jeanne Smith, Clerk

WITNESS:

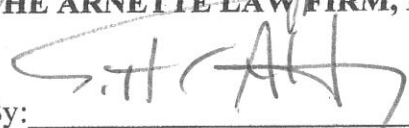


Scott C. Arnette, Esq.

BOROUGH OF OCEANPORT


By: _____
John F. Coffey, II, Mayor

THE ARNETTE LAW FIRM, LLC


By: _____
Scott C. Arnette, Esq.