

**AGREEMENT TO PROVIDE LEGAL SERVICES**

THIS AGREEMENT, dated January 1, 2018, is made

**BETWEEN**

**BARNEGAT TOWNSHIP**

**AND**

**SEAN KEAN ESQ., OF THE FIRM OF CLEARY, GIACOBBE, ALFEIRI, JACOBS**

Its successors and assigns, whose address is Cleary Law Firm, 955 Route 34, Suite 200, Matawan, New Jersey 07755 ("Law Firm")

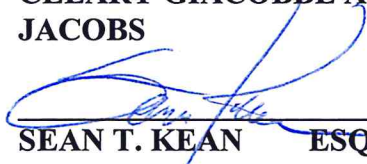
Legal Services to be provided: You agree that this Law Firm will represent you as follows:

To perform any and all legal services in connection with the position of Barnegat Township Attorney.

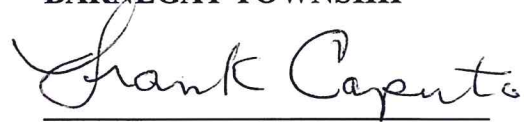
1. The legal work includes all necessary Court appearances, research investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone with defendants and witnesses.
2. Legal Fees: Law Firm will be compensated at a monthly rate of \$8,333.33 (\$100,000.00 per year). If law firm is required to engage in litigation in connection with Township Attorney the firm will be authorized to bill the Township of Barnegat an additional \$150.00 per hour only when the yearly retainer amount of \$100,000.00 is exceeded by both the litigation and general representation billings.
3. Costs and Expenses: In addition to legal fees, the Client will pay the following costs and expenses: copy fees, court pleading fees, expert fees.
4. Your Responsibility. You must fully cooperate with the Law Firm and provide all information relevant to the issue 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.
5. 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.

6. Signatures. The Law Firm and 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.
7. Duration. This Contract shall take effect on January 1, 2018. It will terminate December 31, 2018.
8. 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.
9. The Law Firm agrees to obtain and maintain standard insurance coverages which will hold harmless the Township of Barnegat.

**CLEARY GIACOBBE ALFIERI  
JACOBS**

  
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**SEAN T. KEAN ESQUIRE**

**BARNEGAT TOWNSHIP**

  
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**MAYOR FRANK CAPUTO**