

## CONTRACT

THIS CONTRACT, made this 1 day of January 2022, by and between,

**TOWNSHIP OF BARNEGAT**, a municipal corporation of the State of New Jersey, herein referred to as "Township";

AND

**THE LAW OFFICES OF JOHN J. NOVAK, P.C., JOHN J. NOVAK, ESQ., 3 Franklin Avenue, Toms River, NJ, 08753**, herein after referred to as "Attorney".

### WITNESSETH:

1. Township hereby appoints and employs the Attorney effective January 1, 2022 to serve as Municipal Public Defender in accordance with the statutes and ordinances pertaining thereto and to perform such other legal activities as from time to time the Township Committee may direct.

2. The Attorney shall be responsible for:

(a) Employing, supervising, and compensating, at Attorney's expense, such additional legal and secretarial staff as may be necessary to fulfill the requirements of this Contract;

(b) Equipping and maintaining, at Attorney's expense, a staffed law office

3. The Township hereby agrees to pay the Attorney for the services performed by him as follows:

(a) \$500.00 per Municipal Court session.

4. Township shall pay all costs and expenses advanced by the Attorney for out of pocket costs, such as copying or printing costs, messenger fees, filing fees, recording fees, etc.

5. The fees paid to the Attorney from the budgeted legal account shall not exceed the amount budgeted therefore.

6. As a prerequisite to payment, Attorney shall complete and execute vouchers provided by the Township, if so required by the Township.

7. The Attorney, unless otherwise directed by the Township Committee, may assign certain appearances to attorney(s) who are members of the legal profession and licensed as an Attorney-at-Law by the State of New Jersey, compensation of whose services shall be paid in accordance with paragraph 3 above.

8. Statutorily Required Affirmative Action Clause:

Addendum A attached hereto is incorporated herein. A copy of the Mandatory Certification #9633, Certificates of Employee Information Report issued by the State Treasure is attached hereto as Addendum B.

9. This Contract shall remain in effect until December 31, 2022.

**ATTEST:**

**TOWNSHIP OF BARNEGAT**

Donna M. Mann, Esq.  
clerk

BY: Alfonso Ciulli  
**MAYOR**

**WITNESS:**

**THE LAW OFFICES OF JOHN J. NOVAK, P.C.**

[Signature]

BY: [Signature]  
**JOHN J. NOVAK, ESQUIRE**