

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

This agreement MADE THIS 1ST DAY OF January, 2023:

BETWEEN: TOWNSHIP OF BARNEGAT, a body politic of the County of Ocean, State of New Jersey, having its principal office at 900 West Bay Avenue, New Jersey, 08005

AND: GREGORY J. HOCK, ESQ., an Attorney-at-Law of the State of New Jersey with a business address of 204 Courthouse Lane, Toms River, NJ 08754, hereinafter referred to as "Conflict Public Defender".

WHEREAS, pursuant to law and duly adopted resolution, the parties hereto wish to enter into an agreement for the certain legal services;

NOW, THEREFORE, the parties hereunder do agree as follows:

1. Gregory J. Hock, Esq. is hereby retained as Conflict Public Defender for the Township of Barnegat for a term commencing on January 1, 2023 and terminating on December 31, 2023.
2. Conflict Public Defender shall provide all legal services required and necessary as Conflict Public Defender of the Township of Barnegat, except as noted below, at the annual rate of \$525.00 per session. Disbursements and expenses such as court costs, recording fees, photocopying, legal publications etc. shall be billed separately at the actual costs thereof.
3. Preparation for and attendance at bail hearings or other Superior Court proceedings necessitated by recent bail reform legislation shall be billed at the rate of \$140.00 per hour.
4. Jail visits with clients prior to trial where necessitated due to the client not being transported to the municipal court for their hearing (and are scheduled to appear in municipal court via video teleconferencing) shall be billed separately at the rate of \$140.00 per hour.
4. Conflict Public Defender shall perform all normal legal services, as determined and authorized by the Township Committee of the Township of Barnegat.
5. Any other extraordinary legal services, as determined and authorized by the Township Committee of the Township of Barnegat, which could not be anticipated at the time of this Agreement, shall be charged, but will not exceed the amount appropriate for said purpose by the Township Committee of the Township of Barnegat.

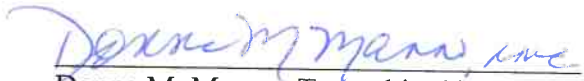
6. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) and 3.6(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Attorney agrees to comply fully with the terms, provisions, and obligations of said subsection, provided that the subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.


6. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulation promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the Attorney agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

IN WITNESS THEREOF, the two parties hereto have caused this Agreement to be executed the date and year first above written.

ATTEST:

TOWNSHIP OF BARNEGAT


Donna M. Manno, Township Clerk


Mayor


Gregory J. Hock, Esq., Public Defender

EXHIBIT A

**P.L. 1975, c.127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACT.**

- A. 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, sex, affectional or sexual orientation. The contract will take affirmative action to ensure that such applications are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, promotion 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 non-discrimination clause.
- B. 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, sex, affectional or sexual orientation.
- C. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer advising them of labor union or workers representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- F. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientations, and that it will discontinue the use

of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The contractor or subcontractor agrees to review 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.

H. The contractor or subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

I. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Name of Firm: Gregory J. Hock, Esq.

Name and Title of Officer: Attorney

Signature: _____

A handwritten signature in blue ink, appearing to be 'G. Hock', is written over a horizontal line.