

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

A Professional Corporation

Reply to:

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Forked River, NJ 08731
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(609) 971-7093 (Fax)
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Gregory P. McGuckin
Christopher K. Koutsouris ◊ Δ
Robert E. Ulaky ∞ ‡
Christopher J. Connors
Timothy J. McNichols ‡
Martin J. Buckley
Kelsey A. McGuckin-Anthony
Thomas E. Monahan π

π *Certified Civil Trial Attorney*
◊ *Certified Municipal Court Law Attorney*
∞ *Member, National Academy of Elder Law Attorneys*

‡ *NJILGA Municipal Law Diplomate*
Ω *Member of NJ and FLA Bar*
‡ *Member of NJ and PA Bar*
Δ *Member of NJ and NY Bar*

January 16, 2020

Michele Rivers, RMC, Township Clerk
Township of Barnegat
900 West Bay Avenue
Barnegat, New Jersey 08005

RE: Professional Appointment Contract – Municipal Prosecutor

Dear Michele:

Pursuant to your request, enclosed please find three partially executed Agreements for Legal Professional Services for the Professional Appointment of Municipal Prosecutor for the 2020 calendar year. I'd also like to thank the Mayor and the rest of the Township Committee for such an appointment. I am looking forward to continuing to serve Barnegat Township in this capacity.

In the event you should have questions after reviewing the enclosed, or I can be of additional assistance with regard to this, please do not hesitate to contact me.

Very truly yours,



MARTIN J. BUCKLEY

MJB/aeb
Enclosure

**AGREEMENT
FOR
LEGAL PROFESSIONAL SERVICES**

THIS AGREEMENT dated this ____ day of January, 2020,

BETWEEN the **Township of Barnegat**, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") having its principal office located at 900 W. Bay Avenue, Barnegat, New Jersey 08005 (hereinafter referred to as the "Township"),

AND

Martin J. Buckley, Esquire, Timothy J. McNichols, Esquire, and Kelsey McGuckin Anthony, Esquire, of the Law Firm of Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, P.C. (hereinafter referred to as the "Attorney"), 620 W. Lacey Road, P.O. Box 1052, Forked River, New Jersey 08731.

WITNESSETH:

WHEREAS, pursuant to the law the parties wish to enter into an Agreement for the aforesaid professional legal services.

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

- 1.) The Attorney is hereby retained as Prosecutor for the Township of Barnegat from January 1, 2020 through December 31, 2020. The Attorney shall provide all legal services required of the Prosecutor on a fee basis of \$500.00 per session. This includes handling all motions, trials, correspondence and telephone calls related to any scheduled court sessions as established by the Barnegat Township Municipal Court. In addition, all out of pocket disbursements incurred by the Attorney in connection with said services shall be payable by the Township. Any matters that require appearances in other Courts or Jurisdictions will be billed at an hourly rate of \$175.00.
- 2.) The term of this contract shall be for twelve (12) months commencing on January 1, 2020 until December 31, 2020, or until a successor is named in accordance with law.
- 3.) The parties to this contract agree to incorporate into this contract the mandatory language of Subsection 3.4(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 contractor or subcontractor agrees to comply fully with the terms of Subsection 3.4(d) of said regulations.

- 4.) The parties to this contract agree to incorporate into this contract the mandatory language of Subsection 5.3 of the regulations promulgated by the Treasurer pursuant to P.O. 1975, c. 127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms of Subsection as amended and supplemented from time to time, and the contractor or subcontractor agrees to fully comply with the terms, provisions and obligations of Section 5.3.
- 5.) The Attorney shall execute the Affirmative Action Agreement attached hereto which shall be incorporated herein by reference.
- 6.) The Township and the Attorney for themselves, their heirs, executors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREFORE, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:



Michele Rivers, RMS, Township Clerk

as to Martin J. Buckley, Esquire

as to Timothy J. McNichols, Esquire

as to Kelsey McGuckin Anthony, Esquire

TOWNSHIP OF BARNEGAT

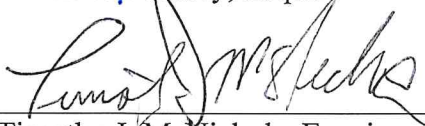


John Novak, Mayor

**DASTI, MURPHY, MCGUCKIN,
ULAKY, KOUTSOURIS &
CONNORS, P.C.**



Martin J. Buckley, Esquire



Timothy J. McNichols, Esquire



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Michele Rivers, RMS, Township Clerk

TOWNSHIP OF BARNEGAT



John Novak, Mayor

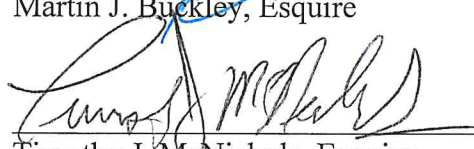
**DASTI, MURPHY, MCGUCKIN,
ULAKY, KOUTSOURIS &
CONNORS, P.C.**

as to Martin J. Buckley, Esquire




Martin J. Buckley, Esquire

as to Timothy J. McNichols, Esquire



Timothy J. McNichols, Esquire

as to Kelsey McGuckin Anthony, Esquire



Kelsey McGuckin Anthony, Esquire