

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES
BARNEGAT TOWNSHIP CONFLICT PUBLIC DEFENDER

THIS AGREEMENT, made this ____ day of January, 2022,

BETWEEN: the TOWNSHIP OF BARNEGAT located at 900 West Bay Avenue, Barnegat, New Jersey 08005

AND: BRIAN J. DI STEFANO, ESQ. having his principal office located at 1 Pelican Drive, Suite 6 Second Floor, Bayville New Jersey 08721 (hereinafter referred to as "Attorney").

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Legal Services,

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

1. The Attorney is hereby retained as the Conflict Public Defender of Barnegat Township from January 1, 2022 through December 31, 2022, or until a successor has been duly appointed.
2. The Attorney shall provide all general legal services required and necessary as Conflict Public Defender for the Township of Barnegat at the rate of \$500.00 per Court session and \$200.00 an hour for Detention Appeals. The total amount charged by the Attorney shall not exceed the amount appropriated in the Authority Budget for the calendar year of 2022 as amended and supplemented. Attorney shall bill as to disbursements, such expenses as court costs, recording fees, photocopying, legal publications, etc., as to the actual cost to the attorney.
3. Attorney shall perform all normal legal services as determined and authorized by the Township of Barnegat.
4. Any other extraordinary legal services as determined and authorized by the Township of Barnegat which could not be anticipated at the time of this agreement shall be charged at the rate set forth above and shall not exceed the amount appropriated for the said purpose by the Township of Barnegat.

5. 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 with the terms, provisions and obligations of said section 3.4(a), provided that said 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 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, provisions, and obligations of said section 5.3.

7. During the performance of this Agreement for Professional Legal Services, the Attorney agrees as follows:

a. The Attorney 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 Attorney will take affirmative action to ensure that such applicants 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, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Attorney 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 nondiscrimination clause.

b. The Attorney, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of this Attorney, 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 Attorney, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

d. The Attorney, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplements from time to time and the Americans with Disabilities Act.

e. The Attorney 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 in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO 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 Attorney 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, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Attorney agrees to revise 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 Attorney agrees to review all procedures relating to the transfer, upgrading, downgrading and layoff to ensure that all such actions are taken with regard to age, race, 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 as established by the applicable Federal Law and applicable Federal Court decisions.

i. The Attorney shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

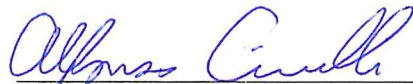
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF BARNEGAT

ATTEST:



Donna M. Manno, RMC,
Township Municipal Clerk



Alfonso Circulli, Mayor

Date: _____, 2022

Date: _____, 2022

WITNESS


Date: Jan 20, 2022


Brian J. Di Stefano, Esq.
Date: 1/26, 2022