

**AGREEMENT
FOR
LEGAL PROFESSIONAL SERVICES**

THIS AGREEMENT dated this 1 day of January, 2022,

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, Kelsey McGuckin Anthony, Esquire and Patrick F. Varga, Esquire, of the Law Firm of Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, P.C. (hereinafter referred to as the “Attorney”), 620 W. Lacey Road, 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, 2022 through December 31, 2022. 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, 2022 until December 31, 2022, 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:

TOWNSHIP OF BARNEGAT




 DONNA M. MANN, RMC Township Clerk




 Alfonso Cirulli, 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 A. McGuckin-Anthony, Esquire



 Kelsey A. McGuckin-Anthony, Esquire



 as to Patrick F. Varga, Esquire



 Patrick F. Varga, Esquire