

AGREEMENT

THIS AGREEMENT dated this day of January, 2023,

BETWEEN: **BARNEGAT TOWNSHIP PLANNING BOARD,**
a Municipal Corporation of the State of New Jersey,
having its principal offices at 900 West Bay Avenue,
Barnegat, New Jersey

(Hereinafter referred to as "Board"),

AND: **MICHAEL J. MCKENNA, ESQ. of the firm of**
HIERING, GANNON AND MCKENNA,
29 Hadley Avenue, Toms River, New Jersey

(Hereinafter referred to as "Attorney").

WITNESSETH:

WHEREAS, pursuant to law, the parties hereto wish to enter into an Agreement for Legal Services as Planning Board Attorney for the year 2023.

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

1. The Attorney shall provide all legal services required as Planning Board Attorney for the Planning Board at the rate of \$155.00 per hour for all work performed on behalf of the Board that will be paid from applicant's escrow accounts. All other legal services, including litigation, will be paid at the rate of \$155.00 per hour. The total amount charged by Attorney shall not exceed the amount appropriated in the Municipal Budget for the year 2023 as amended and supplemented. The Board agrees to be responsible for all other expenses in connection with professional services rendered by Appointee pursuant to this Agreement. This responsibility shall include the Board's agreement to pay the following costs and expenses: expert fees, court costs, service fees, deposition costs, messenger services (\$20.00 per hour), photocopy charges (\$.30 per page), telephone costs and postage (5% of the total bill) and any other necessary expenses.

2. Any other extraordinary legal services as determined and authorized by the Board and which could not be anticipated at the time of this agreement shall be charged at the rates above stated and shall not exceed the amount appropriated for said purpose by the Board in the 2023 budget.

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 fully comply with the terms, provisions and obligations of said Subsection 3.4(a) provided that said subsection shall be applied subject to 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 Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.172, 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.

5. The Attorney shall execute the Affirmative Action Agreement attached hereto which shall be incorporated herein by reference.

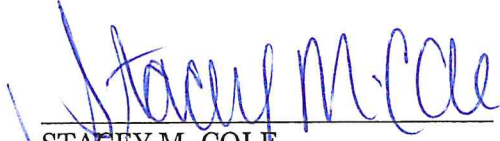
6. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.

7. The Board and the Attorney for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

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

ATTEST:

BARNEGAT TOWNSHIP PLANNING BOARD


STACEY M. COLE
Board Secretary

BY: 

WITNESS:

HIERING, GANNON AND MCKENNA



BY: 
MICHAEL J. MCKENNA, Esq.

DIANE ADAMS
A Notary Public of New Jersey
My Commission Expires 12/28/2021

EXHIBIT A

N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS
(MANDATORY AFFIRMATIVE LANGUAGE)**

During the performance of this contract the contractor agrees as follows:

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation, and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 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 the provisions of this nondiscrimination clause.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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.

In conforming with the targeted employment goals, the contractor or subcontractor agrees 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report from AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Programs 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 as may be requested by the Division of Purchase & Property, CCAU, EEO, Monitoring Programs for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

