

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT made this 12/11 day of January, 2018;

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, Barnegat, New Jersey, 08005.

AND: The law firm of **DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS, P.C.** with a business address of 620 West Lacey Road, P.O. Box 1057, Forked River, New Jersey, hereinafter referred to as "Attorney".

WHEREAS, pursuant to law, the parties hereto 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 Water and Sewer Attorney, and for any other legal services as designated and directed by the Township Administrator for the Township of Barnegat for a term commencing on January 1, 2018, and terminating on December 31, 2018, or until a successor is appointed.

2. The Attorney shall provide all legal services required for an annual flat fee of \$50,000.00, plus reimbursements for out of pocket disbursements from Developer's escrows for services provided to Developer. The work to be undertaken by the Township for the Developers for which we will be reimbursed from the Developer's escrow account will be at the rate of \$175.00 per hour, plus reimbursement for out of pocket expenses. In addition, we will attend to affordable housing issues and the Redevelopment Plan concerning the affordable

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

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housing project on Route 9, at the salary of \$175.00 per hour, plus reimbursement for out of pocket disbursements. The amount charged by the Attorney shall not exceed the amount appropriated for the calendar year 2018 budget. This consideration shall be in addition to and not included in any reimbursement from developer escrows.

3. Attorney shall perform all normal legal services as determined and authorized by the Township Council or the Township Administrator of the Township of Barnegat.

4. Any other extraordinary legal services as determined and authorized by the Barnegat Township Council, 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 said purpose by the Barnegat Township Council through the appropriations made by the Township Council of 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 Public 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 3.4(a) provided that that 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 the said section 5.3.

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**


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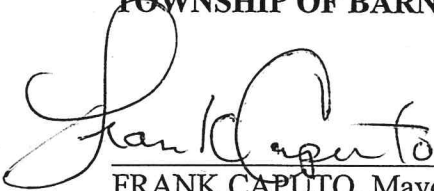
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

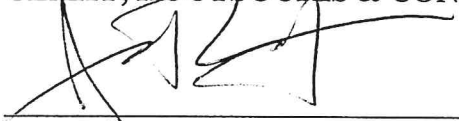
ATTEST:

TOWNSHIP OF BARNEGAT


MICHELE RIVERS, Township Clerk


FRANK CAPUTO, Mayor

DASTI, MURPHY, McGUCKIN,
ULAKY, KOUTSOURIS & CONNORS


JERRY J. DASI, Esquire

Dated:

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

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