

## 2010 PUBLIC DEFENDER CONTRACT

**THIS AGREEMENT**, entered into this 1<sup>st</sup> day of January, 2010 by and between the **BOROUGH OF EATONTOWN** and **SUSAN SCHROEDER CLARK, ESQ.** of the law firm **CLARK & CLARK, LLC** ("Firm") a firm of attorneys licensed to practice law in the State of New Jersey, which said contract is exempt from the Local Public Contracts Law (N.J.S.A. 40A:11-1, *et seq.*) by reason of the nature of the service to be performed subject to the "Fair and Open Process":

### WITNESSETH:

**WHEREAS**, the Borough of Eatontown desires to engage this Firm to provide legal services and assistance to indigent defendants in the Municipal court; and

**WHEREAS**, the Firm desires to undertake to render such services;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

1. The Borough of Eatontown engages this firm, and the Firm hereby agrees to perform the following services:
  - a. Make itself available in order to render all necessary legal services to perform the job of Public Defender for the Municipal Court of the Borough of Eatontown;
  - b. Make itself available to attend all municipal court sessions wherein the services of the Public Defender are required;
  - c. Meet with, review and prepare all defenses necessary for those indigent defendants awarded the services of the Public Defender by the Municipal Judge;
2. This Agreement shall remain in full force and effect from January 1, 2010, to December 31, 2010 but shall be subject to termination by the Borough of Eatontown in its sole discretion.
3. The fee for the services shall be a flat fee at the rate of \$500.00 for a once monthly appearance in Municipal Court as a non-salaried position. Any special appearances required by the Court shall also be billed at \$500.00 per appearance. The compensation set forth herein shall not exceed the amounts appropriated by the governing body as set forth in N.J.S.A. 40:55D-24.
4. The services to be performed hereunder shall be rendered by Susan S. Clark, Esq. or, in the event she is unable to be present, by an attorney competent in the field and duly licensed to practice in the State of New Jersey.

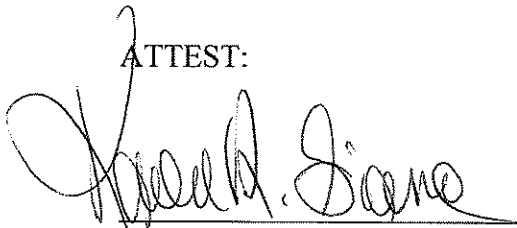
5. It is hereby agreed that the Firm shall furnish legal services as set forth above and the Borough of Eatontown shall make payments of same in accordance with the terms of Paragraphs 1 and 3 hereof.

6. "Fair and Open Process" – This Contract is being awarded subject to a "Fair and Open Process" adopted by the Borough of Eatontown. The Contractor shall comply with all requirements of the state statute in cases of a "Fair and Open Process" selection.

7. The Firm agrees to perform this contract according to the Affirmative Action Law, P.L. 1975 C. 127 (N.J.A.C. 17:27), Rules and Regulations and the Mandatory Affirmative Action clauses attached hereto and made a part hereof as Exhibit A.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the day and year first written above.

ATTEST:

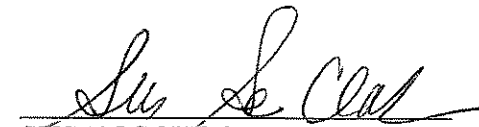


KAREN R. SIANO  
Borough Clerk

BOROUGH OF EATONTOWN



GERALD J. TARANTOLO  
Mayor



SUSAN SCHROEDER CLARK  
CLARK & CLARK, LLC

## EXHIBIT A

### **P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE**

#### **PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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 or sex. The contractor 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, or sex. 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; selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Public Agent Compliance Officer setting for the provisions of this nondiscriminating 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, or sex;

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

The contractor or subcontractor, which applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor 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 or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office 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.

The contractor or subcontractor 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, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures if necessary, to assure that all personnel testing conform 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.

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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports and other documents to the Affirmative Action Office as may be requested from 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 Affirmative Action Office for conducting compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).