

LEGAL SERVICE AGREEMENT

THE Zoning Board of Adjustment OF THE BOROUGH OF EATONTOWN, a duly organized Zoning Board of Adjustment , having a principal office address of 47 Broad Street, Eatontown, NJ 07724 (hereinafter referred to as "Zoning Board of Adjustment " or "Board")

And

LAW OFFICE OF LECKSTEIN & LECKSTEIN, LLC, Attorneys at Law, State of New Jersey, with offices located at 463 Prospect Avenue, Little Silver, New Jersey 07739 (hereinafter referred to as the "Attorney")

WHEREAS, the Zoning Board of Adjustment of the Borough of Eatontown desires to engage the services of Leckstein & Leckstein, LLC as Board Attorneys, for the year 2011; and

WHEREAS, the Local Public Contracts Law requires that the compensation for Attorneys and other professionals engaged by a Municipal Board be set forth in a written Agreement to be maintained on file in the Office of the Borough Clerk;

NOW, THEREFORE, BE IT AGREED, by and between the parties hereto as follows:

1. Duties of Zoning Board of Adjustment Attorney

The Zoning Board of Adjustment Attorney shall perform the following functions and duties:

- Attendance at Zoning Board of Adjustment Meetings;
- Attendance at Workshop Meetings;
- Preparation of Resolutions;
- Review of Notice/Service Provisions, as necessary;
- Conferences with Planning & Planning Officials, as necessary;
- Review and preparation of planning and planning data, as necessary;
- Presentation of general legal advice as necessary;
- Representation in litigation matters affecting the Zoning Board of Adjustment ; and
- Performance of such other functions as are customarily provided by Zoning Board of Adjustment Attorneys.

2. Period of Appointment

The period of appointment shall be effective from May 1, 2011 to December 31, 2011.

3. Compensation

- a. In accordance with prevailing Laws and Borough regulations/policies, the Zoning Board of Adjustment Attorney shall submit detailed bills and vouchers to the Zoning Board of Adjustment on a regular basis. The Zoning Board of Adjustment Attorney shall be compensated as follows:
- i. \$130.00 per hour for all work per hour for all services not otherwise specifically covered herein, including, but not limited to, office conferences, telephone consultations, litigation, review and opinions, correspondence and legal research.
 - ii. \$432 per meeting fee, including travel to and attendance at each scheduled Zoning Board of Adjustment meeting. In the event a substitute attorney is required to attend a Board meeting, same shall be compensated from said fee.
 - iii. \$130 for residential Resolutions, which shall include service review, and jurisdictional determinations as required by the Borough.
- b. Additionally, the Attorney shall be reimbursed for all reasonable out-of-pocket expenses and costs advanced by the Attorney in the course of Zoning Board of Adjustment Representation, including, but not limited to, the following:
- Filing fees;
 - Transcript costs;
 - Computerized legal research costs;
 - Copying and printing charges;
 - Postage; overnight delivery charges and/or courier service, when circumstances dictate, in the normal course of legal representation.

4. Affirmative Action

During the performance of this contract, the Attorney agrees as follows:

The Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation, or sex. 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 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; and 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 provision of this nondiscrimination clause;

The Attorney will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sexual orientation, or sex;

The Attorney 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 Attorney's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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.

The Attorney 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 Attorney shall furnish such reports or other documents to the Affirmative Action Office as may be required 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

5. Termination

Either party may terminate the within Contract, with or without cause, upon 30 days written notice.

6. Pay-To-Play Certifications

The Attorney is hereby barred from making any reportable contributions, as set forth in N.J.S.A. 19:44A-20.4 et seq. ("Local Unit Pay-To-Play Law"). Moreover, the Attorney recognizes that the within Contract is voidable and/or subject to termination in the event any such illegal contributions are so submitted during the term hereof.

The Attorney hereby certifies that during the term of the within Contract, he shall make no reportable contributions in violation of the specified law.

7. This Agreement shall remain in effect until the appointment and qualification of any successor to the Law Firm.

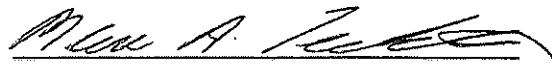
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BOROUGH OF EATONTOWN

By:




(Witness)



LECKSTEIN & LECKSTEIN, LLC

By: MARC A. LECKSTEIN, ESQ.