

**AGREEMENT WITH THE PLANNING BOARD
OF THE BOROUGH OF EATONTOWN FOR LEGAL SERVICES**

THIS AGREEMENT, made this th // day of January, 2010, between the Planning Board of the Borough of Eatontown, in the County of Monmouth and State of New Jersey, and Mark A. Steinberg, Esquire, an Attorney at Law of the State of New Jersey, with offices at 2300 State Highway 66, Neptune, New Jersey:

WHEREAS, the Planning Board of the Borough of Eatontown, County of Monmouth and State of New Jersey, did, on the day of January, 2010, adopt a Resolution authorizing it to enter into a Contract with Mark A. Steinberg, Esquire, for services as attorney for the Planning Board through December 31, 2010; and

WHEREAS, the within Contract is being awarded subject to a "Fair and Open Process" adopted by the Municipality of Eatontown. The Contractor shall comply with all requirements of the State Statute in cases of a "Fair and Open Process" selection.

WHEREAS, the following is subject to the Borough Treasurer of the Borough of Eatontown having certified to the Mayor and Council that there are adequate funds available for the purpose of the award of this Contract for services up until December 31, 2010.

WITNESSETH: For and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable considerations and mutual promises made to each other and services to be performed by the said Mark A. Steinberg, Esquire, for the Planning Board of the Borough of Eatontown and value to be received by the Planning Board of the Borough of Eatontown for said services, the parties hereto agree as follows:

1. That Mark A. Steinberg, Esquire, be and is hereby specifically retained to complete all legal services required as attorney for the Planning Board of the Borough of Eatontown, including all legal services and preparation of legal documents as may be required by the Planning Board of the Borough of Eatontown, including prosecuting and defending all suits in all courts of law, and attendance at Planning Board meetings as they may be held.

2. That Mark A. Steinberg, Esquire, shall be paid for said per diem services rendered, relative to the foregoing, on the basis of \$450.00 or \$125.00 per hour, whichever amount shall be greater, per regular meeting and \$550.00 or \$150.00 per hour, whichever amount shall be greater, per special meetings of the Planning Board of the Borough of Eatontown and \$125.00 per hour, plus reimbursement for all costs on a dollar for dollar basis, for all other legal services rendered to said Board, including portions of meetings which may be conducted beyond the time limits set forth by the Board's rules and regulations.

3. That vouchers for services rendered shall be tendered to the Planning Board of the Borough of Eatontown, and/or the Borough of Eatontown, by Mark A. Steinberg, Esquire, specifically enumerating the services rendered, and that payment to Mark A. Steinberg, Esquire, shall be made based on said vouchers as long as the same are found reasonable and within the ambits of this Agreement.

4. That the within Agreement shall terminate on December 31, 2010.

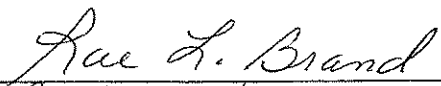
5. Annexed hereto and made a part hereof is Affirmative Action Statement.

6. Annexed hereto and made a part hereof is Certificate of Employee Information Report.

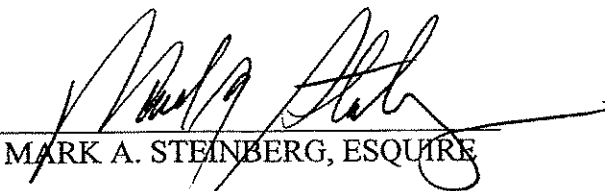
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals this 11th day of January, 2010.

WITNESS:

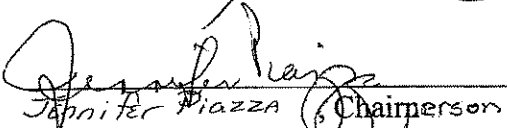
As to Mark A. Steinberg



RAE L. Brand, Secretary
Eatontown Planning Board



MARK A. STEINBERG, ESQUIRE



Jennifer Piazza, Chairperson
Eatontown Planning Board

Certification 7341

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2006** to **15-MAR-2013**

MARK A. STEINBERG ESQ.
2300 STATE HIGHWAY 66, SUITE 203
NEPTUNE NJ 07753



Bradley Abelar

Acting State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
STEINBERG, MARK A

ADDRESS:
2300 STATE RTE 66, STE 203
NEPTUNE NJ 07753
EFFECTIVE DATE:
09/01/93

TRADE NAME:

SEQUENCE NUMBER:
0612793
ISSUANCE DATE:
09/20/07

James J. Quinn
Acting Director
New Jersey Division of Revenue

**BOROUGH OF EATONTOWN
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

STATEMENT OF OWNERSHIP


The Contractor is (check one): Individual Partnership P.A. L.L.C.
Corporation Joint Venture Other (specify): _____

I certify that the names and addresses of all persons and entities who own a 10% or greater interest in the Contractor are as follows (if "none", so state):

NAMES: ADDRESSES:

1. Mark A. Steinberg, 18 Malke Drive, Wayside, NJ 07712
2. _____
3. _____
4. _____
5. _____

NAME OF CONTRACTOR: MARK A. STEINBERG, ESQUIRE

SIGNED BY: 

PRINT NAME & TITLE: Mark A. Steinberg

DATE: 11/12/09

NOTES:

- A. Attach additional sheets as needed and check here.....
- B. If an entity owns a 10% or greater interest in the Contractor, attach a list of the owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each person who owns a 10% or greater interest has been disclosed. **If no person or entity owns a 10% or greater interest in a listed entity, so state.**

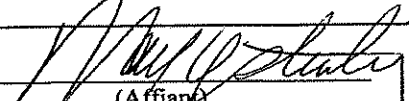
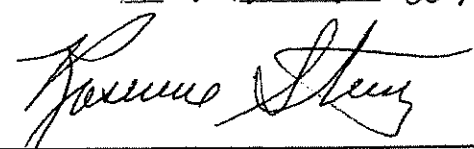
BOROUGH OF EATONTOWN

AFFIRMATION OF LOCAL PAY TO PLAY ORDINANCE

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Mark A. Steinberg, Esquire (insert name of business entity) has reviewed Ordinance 02-2009 of the Borough of Eatontown and certifies that it has not solicited or made, and will not solicit or make, any contributions in violation of the terms of said Ordinance.

To review Ordinance 02-2009 and the important definitions and thresholds set forth therein, vendors may view the Borough Code by going to the Borough's website - www.eatontownnj.com.

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Subscribed and sworn before me this <u>18</u> day of <u>November, 2009</u>	
My Commission expires: 	<u>Mark A. Steinberg, Esquire</u> (Print name & title of affiant) (Corporate Seal)

ROSEMARIE STRONG
Notary Public of New Jersey
Commission Expires November 9, 2011

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 Action 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 or sex. Except with respect to affectional or sexual orientation, 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, affectional or sexual orientation 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 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 for 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 or sex.

The contractor or subcontractor, where applicable, 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 contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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 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 applicable 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 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 Form AA302

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

Dated:

11/18/09


MARK A. STEINBERG
Attorney at Law of N.J.