

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, made this 7 day of January, 2019 by and between the TOWNSHIP OF BARNEGAT ZONING BOARD OF ADJUSTMENT, 900 West Bay Avenue, Barnegat, New Jersey 08005-1298 (hereinafter referred to as "Board") and Eric Martin Bernstein, Esq., and the Law Firm of ERIC M. BERNSTEIN & ASSOCIATES, L.L.C., 34 Mountain Boulevard, Building A, P.O. Box 4922, Warren, New Jersey 07059-4922 (hereinafter referred to as "Bernstein" or "Law Firm").

WITNESSETH:

WHEREAS, the Board wishes to retain conflict counsel to handle matters before the Board of a legal nature which cannot be handled by the Board Attorney, including, but not limited to, attendance at meetings, drafting of resolutions, reviewing materials, litigation before the courts, and other Federal/State agencies, and to provide general advice and assistance related to Board matters; and, Eric Martin Bernstein, Esq. and the Law Firm are agreeable to perform all the necessary services for the Board, its officers and employees, in regard to such land use/zoning matters affecting the Board; and,

WHEREAS, the Township of Barnegat Zoning Board of Adjustment has passed a resolution to retain the Law Firm as Conflict Zoning Board of Adjustment Attorney.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed, as follows:

1. Bernstein agrees to undertake all representations and services as Conflict Zoning Board of Adjustment Attorney, as requested by the Board and for the term of this Agreement, including, but not limited to, representing the Board in all legal matters in which the Board Attorney must disqualify themselves from due to possible conflicts of interest or

any other unforeseen circumstances.

2. That the Board agrees to compensate Bernstein/Law Firm for such legal services as follows: For all legal services provided:

One Hundred Twenty-Five (\$125.00) Dollars per hour for all services.

The rate shall be exclusive of all out-of-pocket expenses, as permitted to the Board. The Board shall be responsible for such items as experts retained by the Law Firm for the Board, copying costs, stenographic services, filing fees and court costs, overnight mail and other approved costs.

3. Payment for services rendered by Eric Martin Bernstein, Esq. and the Law Firm shall be due upon presentation on official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the Board as to form and documentation before payment will be made. All statements for services rendered will be presented to the Board on a monthly basis and will be received by the Board no later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without approval of the Board.

4. During the performance of this contract, the Law Firm agrees as follows:

a. The Law Firm will not discriminate against any applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Law Firm 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 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 Law Firm 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 provisions of this non-discrimination cause;

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

c. The Law Firm will send 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 Law Firm's commitments under this Act and shall post copies of the notice in conspicuous places available for employees and applicants for employment.

d. The Law Firm agrees to comply with any regulations promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

5. The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with the binding determination of the applicable county employment goals of the affirmative action office, pursuant to N.J.A.C. 17:27-5.2, promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

6. The Law Firm agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and 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 in any direct or indirect discriminatory practices.

7. The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principals 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.

8. The Law Firm 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.

9. The failure of the Board at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained.

10. The term of the Agreement shall be for calendar year 2019 and Bernstein shall continue to represent the Board until the appointment of his successor. Bernstein agrees to continue working on such matters as he was handling until completion.

11. The Board represents that it has and will have sufficient funds available to the Board in its applicable budgets to pay all the bills of the Law Firm for the services rendered by the Law Firm to the Board to the extent of, and this contract shall be limited to, such amounts as may be from time to time appropriated by the Board.

12. All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, to the respective parties at the addresses set forth below:

Eric Martin Bernstein, Esq.
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
34 Mountain Boulevard, Building A
P.O. Box 4922
Warren, New Jersey 07059-4922

John Murrin, Chairman
Stacey M. Cole, Board Secretary
BARNEGAT TOWNSHIP ZONING BOARD
OF ADJUSTMENT
900 West Bay Avenue
Barnegat, New Jersey 08005-1298

13. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, all or otherwise, between the parties regarding the subject matter of this Agreement.

14. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by the both the parties hereto or their duly authorized representative.

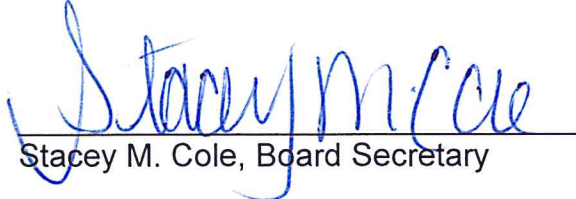
15. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

16. Eric M. Bernstein & Associates, L.L.C. is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44-20.13. (P.L. 2005, c. 271) rests with Eric M. Bernstein & Associates, L.L.C., if Eric M. Bernstein & Associates, L.L.C. receives contracts in excess of \$50,000 from public entities in a calendar year. It is Eric M. Bernstein & Associates, L.L.C.'s responsibility to determine if filing is necessary.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST:

BARNEGAT TOWNSHIP ZONING BOARD
OF ADJUSTMENT

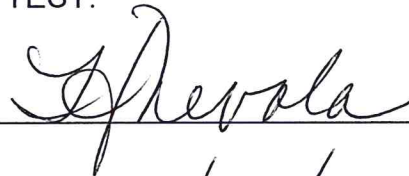

Stacey M. Cole, Board Secretary

By: 
John Murrin, Chair

Dated: 3/4/19

ATTEST:

ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.


Eric Martin Bernstein, Esq.

By: 
Eric Martin Bernstein, Esq.

Dated: 1/17/19