

6/14/25

**CONTRACT BETWEEN
JOHN M. CARBONE, ESQUIRE
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 14th day of May, 2025 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **JOHN M. CARBONE, ESQUIRE** of 32 Pleasant View Drive, North Haledon, New Jersey 07508, hereinafter referred to as "Attorney".

RECITALS

WHEREAS, there exists a need for the provision of professional legal services on behalf of the Clerk of the County of Gloucester which are specialized in nature, more particularly all types of government and election law issues; and

WHEREAS, said services would be utilized by the Gloucester County Clerk's Office on an as-needed basis relative to State election matters; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

WHEREAS, Attorney represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Attorney do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing March 1, 2025 and concluding February 28, 2026.
2. **COMPENSATION.** Attorney shall be compensated pursuant to the Proposal submitted and attached hereto as Attachment A, in an amount not to exceed \$100,000.00.

Attorney shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Attorney shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Attorney shall be as set forth in by the County and within Attorney's proposal which is incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Attorney agrees as follows:

The Attorney 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, gender identity or expression, disability, nationality, sex, veteran status or military service. The Attorney will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity 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 Attorney 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 nondiscrimination clause.

The Attorney or subcontractor, where applicable 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, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Attorney or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Attorney's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Attorney 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 Attorney or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Attorney or any of its agents is required to

maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Attorney shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Attorney shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Attorney or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Attorney is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Attorney's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Attorney. If the Contract is terminated by the County as provided herein, the Attorney will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Attorney or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Attorney during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Attorney, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Attorney or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Attorney's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to the Attorney based on the merits and abilities of the Attorney to provide the goods or services described in this contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this contract does hereby certify that the Attorney, its subsidiaries, assigns or principals controlling in excess of 10% of the Attorney will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Attorney shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Attorney agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
19. **INDEPENDENT ATTORNEY STATUS.** The parties acknowledge that Attorney is an independent Attorney and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Attorney covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

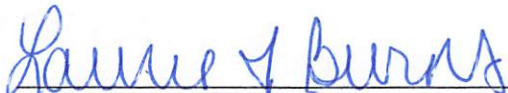
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This contract shall consist of this document and Attorney's Proposal, attached hereto as Attachment A. If there is a conflict between this Contract or the Attorney's Proposal, then this Contract shall control.

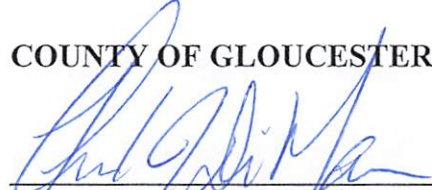
THIS CONTRACT is dated this 14th day of May, 2025.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:


LAURIE J. BURNS,
CLERK OF THE BOARD

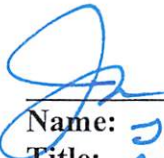
COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR

ATTEST:


SUSAN B. CARBONE

JOHN M. CARBONE, ESQUIRE


Name: JOHN M. CARBONE
Title: AN ATTORNEY AT LAW
OF NEW JERSEY

ATTACHMENT A

JOHN MICHAEL CARBONE

32 Pleasant View Drive
North Haledon, New Jersey 07508
(201) 445-7100
Fax (201) 445-7520

PRACTICE PROFILE

Private Attorney presently engaged in the practice of law with specialization in governmental and election law, municipal law, privacy law, attorney ethics, employment law and constitutional rights.

EDUCATIONAL QUALIFICATIONS

Year	Degree	Institution	Area of Study
1969	Bachelor of Arts	Villanova University Villanova, Pennsylvania	Political Science
1974	Juris Doctor	New York Law School New York, New York	Primary legal education

PROFESSIONAL QUALIFICATIONS and EMPLOYMENT

- Admitted to practice in the State of New Jersey (1973), Federal District Courts in New Jersey, United States Court of Appeals for the Third Circuit, United States Court of Military Appeals, and United States Supreme Court.
- Private Practice (1974-1981)
- Assistant Attorney Primary for the State of New Jersey and Executive Assistant to Attorney Primary (1982-1983)
- Private Practice (1983-present)
- Hoboken Waterfront Development Counsel, 1991-2001
- Counsel for the All County Clerks and Registers of Deeds, COANJ 1986 to date)
- Counsel to the Bergen County Clerk (1996 – 2012)
- Counsel to the Gloucester County Clerk (2005 – to date)
- Counsel to the Hunterdon County Clerk (2008 – to date)

GLOUCESTER COUNTY CLERK PROPOSAL 2025

A. COUNTY'S NEEDS AND GOALS:

John M. Carbone, Esq. ("Firm") understands that extensive experience in all types of municipal, government, civil rights, and election law issues is required when providing cost effective legal services to governmental officials. Moreover intensive, immediate attention and expedited handling of these matters ensures the best outcome and result for the taxpayers and the County Clerk.

B. SERVICES TO BE PERFORMED:

The Firm seeks to continue representing the County Clerk of Gloucester County. The legal services to be provided by the Firm will include the time the attorney or paralegal spends on telephone calls relating to the matter, including calls with the County, and if litigation, witnesses, opposing counsel, court personnel, etc; review and preparation of pleadings and motions; legal research; secure and review of discovery; preparation for and attendance at depositions and court appearances (including travel and waiting time); and any and all other legal services that may be required to be performed in representing the County Clerk.

The Firm will agree to the compensation terms determined by the County to provide the greatest benefit to the taxpayers of the County provided they are no less than the following rates for all time spent by the Firm's legal personnel:

Attorney	\$170.00/hour
Paralegals	\$ 75.00/hour

The Firm will also agree to work under the conditions determined by the County provided:

a. The legal personnel assigned to the County's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent; and

b. Time is charged in minimum units of one tenth (.1) of an hour with the exception that the following have higher minimum charges:

Telephone calls:	.2
Review and preparation of letters:	.2

In addition, the Firm will generally incur various costs and expenses in performing legal services on behalf of County Clerk and the County will be responsible to reimburse the Firm for all costs, disbursements and expenses in addition to the fees for legal services. The costs and expenses

commonly include, discovery costs, transcription fees, telephone charges, messenger services, postage, facsimile transmissions, photocopying and other reproduction costs, travel costs including parking and mileage, investigation expenses, and other similar items. Except for the items listed below, all costs and expenses will be charged at the Firm's cost.

In-office photocopying: \$.20/page

Facsimile charges: \$.75/page

Travel expenses: \$.50/mile

To aid in the preparation or presentation of County Clerk's litigation, it may become necessary to hire expert witnesses, consultants or investigators. The County shall pay such fees and charges as approved through the RFQ process for such expenses. The Firm will select any expert witnesses, consultants or investigators to be hired and the County will be informed of persons chosen and their charges. Additionally, the County may be required to pay fees and/or costs to other parties in the action and any such payment will be entirely the responsibility of the County.

Unless otherwise required, the Firm will send the County a final itemized statement for all fees and costs incurred at the conclusion of each matter assigned to the Firm. The statement shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

Nothing in this proposal and nothing in the Firm's statements to County will be construed as a promise of guarantee about the outcome of any matter assigned to the Firm. The Firm makes no such promises or guarantees. Any comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by the Firm shall not be a guarantee. Actual fees may vary from estimates given.