

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

THIS CONTRACT is made effective the 27 day of June, 2018 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 401 Goffle Road, Ridgewood, New Jersey 07450, 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, 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 July 1, 2018 and concluding June 30, 2019.
2. **COMPENSATION.** Attorney shall be compensated pursuant to the Proposal submitted and attached hereto as Attachment A, in an amount not to exceed \$17,000.00.

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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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 or sex. 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 or sex.

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. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

18. **INDEPENDENT ATTORNEY STATUS.** The parties acknowledge that Attorney is an independent Attorney and is not an agent of the County.

19. **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.

20. **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.

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

22. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the attorney's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 27 day of June, 2018.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Attorney's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

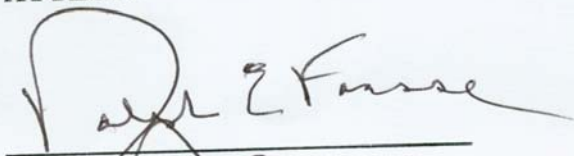
COUNTY OF GLOUCESTER

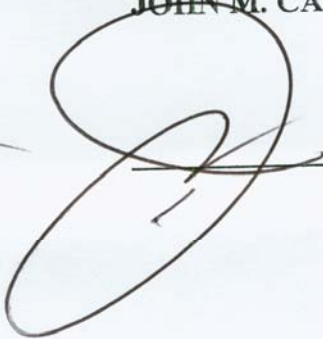

ANDREA LOMBARDI,
PRINCIPAL PURCHASING ASSISTANT


PETER M. MERCANTI,
PURCHASING DIRECTOR

ATTEST:

JOHN M. CARBONE, ESQUIRE


Ralph E. Fausse, Esq.



ATTACHMENT A

QUALIFICATION STATEMENT

Gloucester County Outside Legal Counsel Election and County Clerk Matters

John M. Carbone, Esq.
401 Goffle Road, Ridgewood, NJ 07450
(201) 445-7100

Contact Person:
John M. Carbone, Esq.

TABLE OF CONTENTS

	Page
Executive Summary.....	3
Proposal.....	6
Resume.....	8
Certificate of Employee Information Report.....	16
Business Registration Certificate.....	17

Executive Summary

John M. Carbone, Esq., who will be handling the assigned matters, practices primarily in the areas of litigation, election law, municipal law, defense of governmental entities, constitutional law, OPRA litigation, and residential and commercial real estate. He is a graduate of Villanova University, earned his Juris Doctor from New York Law School and a Masters Degree in Liberal Studies from Excelsior College. He is admitted to practice in the State of New Jersey, U.S. District Court for the District of New Jersey, United States Court of Appeals for the Third Circuit, United States Court of Military Appeals and the United States Supreme Court.

He first went into private practice in Haledon, New Jersey in 1974. It was during this time that he conducted his first election contest for the Paterson City Council election. During the Kean-Florio Gubernatorial Election in 1980, he represented Thomas Kean in his candidacy for Governor of the State of New Jersey and then successfully led a team of attorneys in the statewide recount-recheck proceedings that followed.

In 1982 he was appointed and served as an Assistant Attorney General and Executive Assistant to the former Attorney General Irwin Kimmelman in the New Jersey Department of Law and Public Safety. During his term he oversaw the department's budgets and administration, complex litigation for the State, legislation, confidential investigations, and served on the Board of the New Jersey Housing Finance Agency. He oversaw and coordinated the introduction and passage of legislation to merge the New Jersey Housing Finance Agency with the New Jersey Mortgage Finance Agency to create the New Jersey Housing and Mortgage Finance Agency.

Since returning to private practice in 1983, John Carbone has established a substantive law practice which includes an active litigation caseload, including trial, appellate and Supreme Court appearances and work. He has served as the Borough Attorney of Emerson, Township Attorney of River Vale, and Township Attorney of South Hackensack. He served as counsel for the Constitutional Officers Association of New Jersey (formerly County Officers Association of New Jersey) from 1988 to 2015 and represented many of the constitutional officers on a variety of issues. For instance, in 2008, he represented the Bergen County Clerk in an OPRA suit in which he sought to protect the privacy rights of the public against a company seeking to make the county land title records and psychiatric hospital lien records available on the internet without redaction of the confidential information contained therein.

He has specialized in governmental and election law since 1975 and has represented a multitude of public officials and candidates in broad array of litigation and election matters such as public contracts, municipal land use, public meetings, public record requests, municipal tax appeals, condemnation proceedings, defamation, campaigns, recounts, rechecks, contests, recalls and campaign finance matters to name a few. Counted amongst his many former clients are Governor Thomas Kean, Governor Christine Todd Whitman, Acting Governor Don DiFrancesco, Acting Governor Richard Codey, Congresswoman Marge Roukema, Senator William Gormley, Senator Joseph V. Doria, Senator James Whelan, Assemblyman Michael Panter, Assemblyman Thomas Giblin, and Assemblyman Joseph Cryan. (See Resume for complete listing.).

Many of his municipal and governmental cases have involved novel new and novel issues of law which has resulted in over 20 reported decisions (see Reported Cases). He has also authored several legal treatises, articles for legal journals, and publications on the issues of governmental, election law, Open Public Meetings Act, Open Public Records Act, campaign finance, Pay-to-Play and Local Ethics Law (see List of Publications).

He was appointed to work with the Division of Local Government Services, Department of Community Affairs regarding the implementation and development of materials for the Open Public Record Act and Pay-to-Play legislation.

He has served as counsel to the New Jersey State Commissioned Detectives Association and trustee of the Valley Forge Military College and Academy and New Jersey Naval Museum. He has worked with the New Jersey Department of Community Affairs, Local Government Services and the New Jersey Department of Treasury, Division of Taxation in drafting rules and procedures for the implementation of legislation and collection procedures. He has lectured extensively on governmental and election law for the New Jersey State League of Municipalities, New Jersey Institute for Continuing Legal Education (ICLE), International Association of Clerks, Recorders, Election Officials and Treasurers (IACREOT), New Jersey Municipal Clerks Association and Constitutional Officers Association of New Jersey (COANJ).

John Carbone was appointed to serve on the State Transition Subcommittee of Governor-Elect Chris Christie for the Department of State and review the Division of Elections, Division of Archives and Records Management, Commission on Higher Education and New Jersey Public Television.

In January 2011, John Carbone was appointed and served as the Bergen County Adjuster until January 2015. He has represented and provided legal advice and guidance to Gloucester County Clerk, James Hogan for a number of years.

He has extensive experience in a wide variety of legal areas and the results obtained during his many years of service to the County of Gloucester demonstrates that he has the capability to perform the high quality services required and sought by the County. John Carbone has agreed to perform these high quality services at a most reasonable rate and always works towards keeping the cost of those services to a minimum for the benefit of the taxpayers of Gloucester County.

John M. Carbone seeks to be qualified to provide legal services to the County Clerk and thus continue to provide legal services to the County of Gloucester ("County"). He is willing to provide the legal services reasonably required to representing the County, including its elected officials and employees, in election and County Clerk related matters and will take reasonable steps to keep the County informed of progress and to respond to all inquiries. If an action is filed or issue shall arise, he will represent the County through appeal or execution proceedings after judgment.

John M. Carbone employs non-union employees and is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities (See Certificate of Employee Information Report).

John M. Carbone, Esq. is not currently nor has he been involved in any bankruptcy or re-organization proceedings in the last ten (10) years nor have any judgments been entered against him in which he has been adjudicated liable for professional malpractice in the last three (3) years. He also does not have any immediate relatives who are employees or elected officials of the County of Gloucester.

If you have any questions or require additional information, please do not hesitate to contact John M. Carbone, Esq. He can be reached by telephone at the office (201) 445-7100 or cell (201) 394-7888 or via email at ussrecount@aol.com.

Proposal

A. COUNTY'S NEEDS AND GOALS:

John M. Carbone (State of New Jersey Business Registration Certificate 1101951) 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 in election matters since they require immediate attention and expedited handling. Such election law issues that may arise include, but are not limited to:

- Duties and responsibilities of the election official
- Discretion of the election official
- Statutory deadlines
- Ballot placement and design
- Petition requirements and review procedures
- Petition objections and hearings
- Public questions
- Referendum questions
- Recounts and Rechecks
- Vacancies
- Recall elections
- Special elections
- Filing requirements for documents
- Open Public Record Act requests
- Litigation attendant to and involving the above issues
- Miscellaneous matters and advice.

John M. Carbone extensive experience in all governmental and election law issues and has represented many of the State's County Clerk on election matters.

B. SERVICES TO BE PERFORMED:

John M. Carbone seeks to represent the County Clerk of Gloucester on election matters. The legal services to be provided by the Attorney will include the time the attorney or paralegal spends on telephone calls relating to the matter, including calls with the County, 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.

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

Attorney	150.00/hour
Paralegal	45.00/hour

The Attorney 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 Attorney will generally incur various costs and expenses in performing legal services on behalf of County and the County will be responsible to reimburse Attorney for all costs, disbursements and expenses in addition to the fees for legal services. The costs and expenses commonly include, but are not limited to, 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 Attorney's cost.

In-office photocopying:	\$.20/page
Facsimile charges:	\$2.50/fax
Mileage:	\$.545/mile

To aid in the preparation or presentation of County's case, 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 Attorney will select any expert witnesses, consultants or investigators to be hired and the County will be informed of the 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, we will send the County a final itemized statement for all fees and costs incurred at the conclusion of each matter assigned to the Attorney. 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 RFQ and nothing in the Attorney's statements to County will be construed as a promise of guarantee about the outcome of any matter assigned to the Attorney. The Attorney 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 Attorney shall not be a guarantee. Actual fees may vary from estimates given.

JOHN MICHAEL CARBONE, ESQ.

32 Pleasantview Drive
North Haledon, NJ 07508
Email: ussrecount@aol.com
Cell: (201) 394-7888

PRACTICE PROFILE

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

EDUCATIONAL QUALIFICATIONS

<u>Year</u>	<u>Degree</u>	<u>Institution</u>	<u>Area of Study</u>
• 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)
- Counsel to the Bergen County Clerk (1996 – to 2012)
- Counsel to the Gloucester County Clerk (2005 – to date)
- Counsel to the Hunterdon County Clerk (2008 – to date)
- Counsel to the Bergen County Prosecutor (2010 to date)
- Bergen County Adjuster (2011 to 2015) responsible for oversight, filings, and administration of all voluntary and involuntary commitments of Bergen County residents, institutions and hospitals

REPORTED CASES AS COUNSEL OF RECORD

- Trainor v. Burlington Cty. Freeholder Bd., 200 N.J. Super. 288 (Law Div. 1984) (Freeholder's Authority in Budgeting)
- In re 1984 Maple Shade General Election, 203 N.J. Super. 563 (Law Div. 1984) (Municipal Vacancy Law for Council)

- Application of Langbaum, 201 N.J. Super. 484 (App. Div. 1985) (Elections and residency)
- In re Evans, 227 N.J. Super. 339 (Law Div. 1988) (Residency and Domicile)
- Matarese v. Elections Superintendent, 228 N.J. Super. 148 (Law Div. 1988) (Absentee Ballots)
- Iannone v. McHale, 245 N.J. Super. 17 (App. Div. 1990) (Frivolous Litigation and Award of Counsel Fees)
- I/M/O Fairfield Tp., 240 N.J. Super. 83 (App. Div. 1990), cert. denied 122 N.J. 315 (1990) (Mayoral Authority and Appointment of Municipal Officials)
- In re General Election, 255 N.J. Super. 690 (Law Div. 1991) (Election residency, Election contests, and Sequestration of Witnesses in Civil Matters)
- I/M/O the Annual Newark School Board Election, 93 N.J.A.R.2nd (EDU) 645 (1993) (School Board Elections)
- Matter of Cowan, 265 N.J. Super. 176 (App. Div. 1993) (Functions and Responsibilities of Secretary of State)
- NJ Land Title v. Records Committee, 315 N.J. Super. 17 (App. Div. 1998) (Open Public Records Actions)
- NJ Conservative Party v. Farmer, 324 N.J. Super. 451 (App. Div. 1999), on remand 332 N.J. Super. 278 (Ch. Div. 1999) (State Political Parties and Recognition of Minor Parties)
- Sooy v. Gill, 340 N.J. Super. 401 (App. Div. 2001) (Ballot Design and Names and Titles of Public Officials)
- N.J. Democratic Party v. Samson, et al, 175 N.J. 178 (2002) (Resignation of Candidates and Filling of Vacancy on Democratic Senate Ballot)
- In re Contest of the Democratic Primary Election of June 3, 2003 for Office of Assembly of Thirty-First Legislative Dist., 367 N.J. Super. 261 (App. Div. 2004) (Campaign Finance Act Violations)
- Schundler, et al v. Donovan, et al, 377 N.J. Super. 339 (App. Div.), cert. granted 183 N.J. 587, affirmed, 183 N.J. 383 (2005) (Ballot Design and Candidate Placement)
- I/M/O the 2005 Hudson County Freeholder Election, cert. denied 183 N.J. 588 (2005) (Nomination of County Candidates)
- Weinberg v. Bergen County Democratic Organization, cert. denied 185 N.J. 287 (2005) (Election Petitions and Validity)
- Borough of Bogota v. Donovan, 388 N.J. Super. 248 (App. Div. 2006) (Prohibition of English Only Ordinances)
- In re Parsippany, 388 N.J. Super. 663 (App. Div. 2006), cert. granted 189 N.J. 430, aff'd in part and mod. in part by remand 192 N.J. 546 (2007) (Standards of Pleading in Election Contest)

- Andrews v. Rajoppi, cert. denied 195 N.J. 518 (2007) (Election Ballot Design for Governor)
- McKenzie, et al v. Corzine, et al, 396 N.J. Super. 405 (App. Div. 2007) (First Amendment and Public Question Statement On Stem Cell Research)
- Burnett v. County of Bergen, et al, 402 N.J. Super. 319 (2008), 198 N.J. 408 (2009) (Open Public Records Act, Constitutional Right to Privacy of Citizens, and Redaction of Public Records)
- Mack-Cali Realty, LP v. Clerk of Bergen County, 25 N.J. Tax 243 (2009) Issues of exemptions from realty transfer fees
- Democratic-Republican Organization v. Guadagno, 900 f. supp. 2d 447 (DC-NJ 2012); 700 F. 3d 130 (CA3 2012). Challenge to ballot design and placement by minor party
- North Jersey Media Group Inc. v. Bergen County Prosecutor's Office, 447 N.J. Super. 182 (App. Div. 2016) OPRA response of "No Comment" (FOIA "GLOMAR Response") was appropriate request of law enforcement for information and identity of persons investigated but never charged.

OPRA CASES GRC

- Aaron Back Complainant v. Township of River Vale Custodian of Record, Complaint No. 2005-209
- West Solloway Complainant v. Bergen County Prosecutor's Office Custodian of Record, Complaint No. 2011-39
- James Kellinger Complainant v. Bergen County Prosecutor's Office Custodian of Record, Complaint No. 2012-193
- Kevin Richards Complainant v. Bergen County Prosecutor's Office Custodian of Record, Complaint No. 2012-256
- Hwang v. Bergen Cnty. Prosecutor's Office, Complaint No. 2011-348
- Sheila Massoni Complainant v. Bergen County Prosecutor's Office Custodian of Record, Complaint No. 2014-253

MAJOR ARTICLES ABOUT JOHN CARBONE

"Man Called Into Action When Election Losers Demand Recounts" by Jay Romano, New York Times, July 29, 1990, New Jersey Section, p. 1

"GOP's Bulldog Sniffs for Vote Fraud" by William F. Zorzi and Thomas W. Waldon, Baltimore Sun, December 8, 1994, p. 1

"Vote Fraud: A National Disgrace" by Trevor Armbruster, Reader's Digest, June 1995

PUBLICATIONS

- The History and Development of Political Parties in New Jersey- a paper prepared and delivered to the County Officers Association of New Jersey, Atlantic City, New Jersey (September 1994)
- The Evolution of the Real Property Recording System in the United States- a paper prepared and delivered to the County Officers Association of New Jersey, Atlantic City, New Jersey (September 1996)
- The History of the County Clerk from Clericus and Clergy to the Constitutional Officer- a paper prepared and delivered to the County Officers Association of New Jersey, Atlantic City, New Jersey (September 1998)
- E-Sign: The Electronic Signatures Bill and Potential for On-line Fraud- a paper prepared and delivered to the Constitutional Officers Association of New Jersey, Atlantic City, New Jersey (September 2000)
- The History of Contested Elections in New Jersey, New Jersey Lawyer Magazine, 47-48 (April 2000)
- The Attorney's Guide to Recount Procedures, Co-Authored with Angelo Genova, New Jersey Lawyer Magazine (April 2000)
- Election Law & The Election Process- Editor and Contributor, Seminar for New Jersey Institute for Continuing Legal Education (2003)
- Money, Politics & Elections- Editor and Contributor, Seminar for New Jersey Institute for Continuing Legal Education (2004)
- Hiring and Employment Law for Municipalities- Certification Course for Municipal Clerks, CFO's and Purchasing Agents (2004)
- Encyclopedia of New Jersey, Contributor of various entries, Rutgers University
- Petitions, Primaries and Elections for Municipal Clerks- Certification Course for Bergen County Municipal Clerk's Association (2005)
- Ethics: More Than Not Being Indicted, New Jersey Lawyer Magazine (December 2006)
- Surviving the Municipal Public Meeting, New Jersey Lawyer Magazine (December 2006)
- Open Public Meetings Act and Open Public Records Act- Certification Course New Jersey Clerk's Association (2007)
- Ethics and Local Public Officials- Op-Ed, Record of Hackensack (2007)
- Local and Borough Pay to Play Ordinances, Editor and Contributor Seminar for New Jersey Institute for Continuing Legal Education (2007)
- Pay to Play: Alice in Wonderland?- New Jersey Lawyer, November 2007

- Greta Garbo Hates OPRA- New Jersey Lawyer, April 2008
- Pay to Play 2008 and the Crime of "Honest Services" Election Fraud. Seminar for New Jersey Institute for Continuing Legal Education, (2008)
- Pay to Play: Municipal and County Options- Seminar for New Jersey Institute for Continuing Legal Education, (2009)
- The Crime of Honest Services Fraud: Chaos in the Law, Confusion in the Circuits, and Consternation in the Courtroom- Seminar for New Jersey Institute for Continuing Legal Education, (2009)
- How Public Officials Can Make Do in Tough Budgetary Times- International Association of Clerks, Election Officials, Records, and Treasurers- Annual Conference, Spokane, Washington (2009)
- Privacy and Litigation Against Public Officials- International Association of Clerks, Election Officials, Records, and Treasurers- Annual Conference, Spokane, Washington (2009)
- Encyclopedia of Law, Facts on File Publisher- contributor on entry on Identity Theft and Privacy Law (2010)
- Federal Trade Commission "Red Flag Rules" and Identity Theft- New Jersey Institute for Continuing Legal Education, (2009-2010)
- Campaign Finance 2010 - Seminar for New Jersey Institute for Continuing Legal Education, (2010)
- Discrimination and Sexual Harassment Compliance and Investigations - International Association of Clerks, Election Officials, Records, and Treasurers- Annual Conference, Chicago, Illinois (2010)
- Election Law and Political Campaigns - New Jersey Institute for Continuing Legal Education, (2010)
- Governing with Less Yet Doing More: Options and Strategies in County and Municipal Government for 2011 - New Jersey Institute for Continuing Legal Education and New Jersey League of Municipalities (2011)
- Campaign Finance and Ethics for Campaign Attorneys - Seminar for New Jersey Institute for Continuing Legal Education, (2011)
- Ethical Obligations for Counsel in Political Campaigns - Seminar Seton Hall Law School (2011)
- Open Public Records Law Compliance for Public Officials - COANJ (2011)
- Writing it Right: Drafting Policy for Public Officials- International Association of Clerks, Election Officials, Records, and Treasurers- Annual Conference, Atlantic City, NJ (2011)
- Doing More with Less: Budgets and Public Spending for Local Government - New Jersey League of Municipalities, Holmdel, NJ (2011)
- Election Law and Political Defamation in Campaigns - New Jersey Institute for Continuing Legal Education, (2011)

- Governing with Less Yet Doing More: Options and Strategies in County and Municipal Government for 2011 - New Jersey Institute for Continuing Legal Education and New Jersey League of Municipalities (2011)
- Campaign Finance and Pay to Play - Seminar for New Jersey Institute for Continuing Legal Education, (2012)
- Election Administration – International Association of Clerks, Registers, Election Officials, and Treasurers (IACREOT) Albuquerque, New Mexico (2012)
- Campaign Finance and Ethics for Campaign Attorneys - Seminar for New Jersey Institute for Continuing Legal Education, (2012)
- Election Campaigns and Election Law Attorneys - Seminar for New Jersey Institute for Continuing Legal Education, (2013)
- Presidential Commission on Elections (2013) – Drafting and presentation of the position paper of the International Association of Clerks, Records, Election Officials, Treasures, Philadelphia, PA.
- Elections and Political Campaigns: Professionalism and Civility for Attorneys-Seminar for New Jersey Institute for Continuing Legal Education, (2014)
- Campaign Finance and Pay to Play: Ethics and Issues - Seminar for New Jersey Institute for Continuing Legal Education, (2013 and 2014)
- Election Law: Contesting Elections - New Jersey Institute for Continuing Legal Education, (2014)
- Campaign Finance: Government Contracts and Pay to Play: - Seminar for New Jersey Institute for Continuing Legal Education, (2015)
- Election Law: Presidential Campaigns - Seminar for New Jersey Institute for Continuing Legal Education, (2015)
- Defamation Law - Seminar for New Jersey Institute for Continuing Legal Education, (2015)
- Recording Practices and Procedures for County Clerks and Registers of Deeds - Seminar for the Constitutional Officers Association of New Jersey (2015)
- Campaign Finance: Ethics and Political Campaigns - Seminar for New Jersey Institute for Continuing Legal Education, (2016)
- Attorney Ethics: Fear Not and Nothing to Fear - Morris County and Passaic County Inns of Court (2016)

TELEVISION/RADIO COMMENTATOR AND MEDIA APPEARANCES

- NBC Television News - New York City Mayoral Race (New York, 1997).
- Fox Five Television News - Political Commentary and War on Terrorism (New York, 1999-2002).
- Fox Morning News - Segments on Presidential Election (Washington DC, 2000).

- Fox Cable News Network - Interview with Senior Correspondent Eric Shawn on Historical Presidential Races: Hays-Tilden, Adams-Jackson, Kennedy-Nixon; Constitutional Law and Electoral College: Alexander Hamilton and Federalist Papers on Presidential Selection (National, 2000).
- Fox Cable Television "The Edge with Paula Zahn" - Numerous appearances as an Election Law Expert and debated with Prof. Mark Tushnet (Asst. Dean Georgetown University Law School); Lannie Davis (former White House Counsel); Julian Epstein (Counsel to the House Judiciary Committee), and others (National, 2000-2001).
- Court TV "Catherine Crier" - Debate with Ron Kuby, Esq. on Prisoner/Detainee of War Status (National, 2002).
- Fox Cable and Fox Radio News-Election Commentary and Campaign Financing with affiliates nationwide (2005-2013).

MAJOR POLITICAL CAMPAIGNS

- Associate Counsel for Ray Bateman for Governor (1977)
- Associate Counsel (New Jersey) for Reagan/Bush (1980 & 1984)
- Associate Counsel (New Jersey) for George Bush for President (1980 & 1992)
- Associate Counsel for Tom Kean for Governor (1981)
- Special Counsel for Christine Todd Whitman for Governor (1993 & 1997)
- Counsel for Thomas Giblin, Essex County Democratic Party (1994)
- Counsel for William Martini for Congress (1994 and 1996)
- Counsel for Ellen Sauerbrey for Governor of Maryland (1994-1995)
- Counsel for Kathleen A. Donovan for Congress (1996)
- Counsel for William Gormley for U.S. Senate (2000)
- Counsel for Joel Weingarten for Congress (2000)
- Special Counsel for Marge Roukema for Congress (2000)
- Special Counsel for Dick Zimmer for Congress (2000)
- Counsel for Don DiFrancesco for Governor (2001)
- Counsel for Thomas P. Giblin for County Executive of Essex County (2002)
- Counsel for Joseph V. Doria, Jr. for New Jersey Assembly and Senate (2003 and 2004)
- Counsel for Kathleen Donovan Bergen County Clerk
- Counsel for Kathleen Donovan Bergen County Executive

STATEWIDE ELECTION RECOUNTS AND CONTESTS

- Governor Thomas Kean (New Jersey)
- Governor Thompson (Illinois)
- Governor Christine Todd Whitman (1993 & 1997)
- Governor Elect Ellen Sauerbrey (Maryland)
- Various Senators, Assemblymen, Freeholders, and local races in Bergen County, Passaic County, Morris County, Monmouth County, Ocean County, Atlantic County, Burlington County, Hudson County, Essex County, Union County, Cumberland County, Cape May County and New York City.

PROFESSIONAL ASSOCIATIONS

- New Jersey State Bar Association, New Brunswick, NJ, 1973 to date
- Academy of Political Science, New York, life member since 1978
- American Political Science Association, Washington, DC
- Veteran and former Lieutenant, United States Navy 1969-1971
- Member, Association of Former Intelligence Officers, (AFIO), Washington, D.C.
- Member, Society of Naval Architects and Marine Engineers, (SNAME), New York
- Member, the West Point Officers' Club, U.S. Military Academy, West Point, NY

Certification 37005

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-MAY-2012 to 15-MAY-2019

JOHN M. CARBONE, ESQ.
32 PLEASANT VIEW DRIVE
N. Haledon NJ 07508


Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282	
BUSINESS REGISTRATION CERTIFICATE			
TAXPAYER NAME:		TRADE NAME:	
CARBONE, JOHN M.			
ADDRESS:		SEQUENCE NUMBER:	
32 PLEASANTVIEW DRIVE		101951	
NORTH HALEDON NJ 07508		ISSUANCE DATE:	
EFFECTIVE DATE:		11/03/04	
10/26/04		<i>[Signature]</i> Director	
FORM-BRC(06-01)		This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	