

1/19/22

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

THIS CONTRACT is made effective the 19th day of January, 2022 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 January 1, 2022 and concluding December 31, 2022.
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 19TH day of January, 2022.

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:



JOHN M. CARBONE, ESQUIRE



**BY:
TITLE:**

ATTACHMENT A

GLOUCESTER COUNTY CLERK PROPOSAL 2022

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	\$160.00/hour
Paralegals	\$ 65.00/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.

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)

- Counsel to the Morris County Clerk (2018 – to date)
- Counsel to the Cape May County Clerk (2017 – to date)
- Counsel to the Bergen County Prosecutor (2010 - 2017)
- Bergen County Adjuster (2011 to 2014) responsible for oversight, filings, and administration of all voluntary and involuntary commitments of Bergen County residents institutions and hospitals
- Special Counsel for Union Township, NJ (2015 to date)
- Counsel for the Mercer County Republican Organization Chairperson

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.

- Correa and New Jersey Democratic State Committee v. Ann Grossi, Morris County Clerk, ____ N.J. Super. ____ (App. Div. 2019) The official primary ballots, including mail-in ballots, must be printed in Spanish and English under certain conditions even without statutory mandate.

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, GRC 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, Recorders, 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, Recorders, 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)
- OPRA and Document Access for Law Enforcement Officials – Office of the Bergen County Prosecutor (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)
- Ethics for Attorneys: Civility-So Easy to be Rude, So Hard to be Civil? Seminar for New Jersey Institute for Continuing Legal Education, (2017)
- Diversity and Bias: Who Me? – Inclusion Is Being Invited To the Party and Acceptance is Being Asked to Dance. Seminar for New Jersey Institute for Continuing Legal Education, (2018)
- Gerrymandering, Redistricting and Election Law - Seminar for New Jersey Institute for Continuing Legal Education, (2018)
- Campaign Finance: Pay to Play and Political Action Committees - Seminar for New Jersey Institute for Continuing Legal Education, (2019)
- A Study of the Ethical Implications of the Codex Iuris Flavo - Seminar for New Jersey Institute for Continuing Legal Education, (2019)
- Elections and Recounts – Seminar for IGO (International Association for Government Officials), Houston, Texas (2019)
- Dealing With the Press: Politely and Properly - Seminar for IGO (International Association for Government Officials), Houston, Texas (2019)
- Election Law, Political Campaigns, and Weaponizing Politics - Seminar for New Jersey Institute for Continuing Legal Education, (2019)

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 (2005-2019)

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
- Counsel for Richard Codey, New Jersey State Senate
- Counsel for Mayor Donald Guardian, Atlantic City, NJ
- Counsel for Honorable Ann Marie Grossi, Morris County Clerk
- Counsel for Anthony Campos, Council City of Newark, NJ

STATEWIDE ELECTION RECOUNTS and CONTESTS

- Governor Kean (New Jersey)

- Governor Thompson (Illinois)
- 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
- Oblate of the Order of Saint Benedict, Saint Mary's Abbey Del Barton, Morristown, NJ

REFERENCES

Frank M. Donato, Esq. (retired Judge of the Superior Court)
Vivino & Vivino
401 Hamburg Tpk, Suite 201
Wayne, New Jersey 07474-2242

Contact Information:

(O) 973-790-1661

(F) 973-790-8237

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

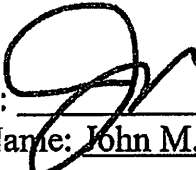
Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: John M. Carbone, Esq. _____

Signed:  _____
Print Name: John M. Carbone _____

Title: Attorney at Law of N.J. _____
Date: 12/29/21 A _____

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
12/1/2023	100.00	John Doe
12/15/2023	50.00	Jane Smith
12/25/2023	25.00	Bob Johnson
1/1/2024	75.00	Alice Brown
1/15/2024	30.00	Charlie Davis
1/25/2024	15.00	Eve White
2/1/2024	60.00	Frank Green
2/15/2024	40.00	Grace Black
2/25/2024	20.00	Henry Blue
3/1/2024	80.00	Ivy Red
3/15/2024	55.00	Jack Purple
3/25/2024	35.00	Karen Yellow
4/1/2024	90.00	Leo Orange
4/15/2024	65.00	Mia Silver
4/25/2024	45.00	Noah Gold
5/1/2024	70.00	Olivia Bronze
5/15/2024	50.00	Peter Platinum
5/25/2024	30.00	Quinn Nickel
6/1/2024	85.00	Rachel Copper
6/15/2024	60.00	Sam Iron
6/25/2024	40.00	Tina Steel
7/1/2024	95.00	Umar Aluminum
7/15/2024	70.00	Victoria Zinc
7/25/2024	50.00	Walter Tin
8/1/2024	80.00	Xavier Lead
8/15/2024	60.00	Yara Cadmium
8/25/2024	40.00	Zoe Silver
9/1/2024	90.00	Adam Gold
9/15/2024	70.00	Bella Bronze
9/25/2024	50.00	Chris Platinum
10/1/2024	85.00	Diana Nickel
10/15/2024	65.00	Ethan Copper
10/25/2024	45.00	Fiona Iron
11/1/2024	95.00	George Steel
11/15/2024	75.00	Hannah Aluminum
11/25/2024	55.00	Ian Zinc
12/1/2024	80.00	Jessica Tin
12/15/2024	60.00	Kyle Lead
12/25/2024	40.00	Laura Cadmium
1/1/2025	90.00	Michael Silver
1/15/2025	70.00	Nancy Gold
1/25/2025	50.00	Oliver Bronze
2/1/2025	85.00	Pamela Platinum
2/15/2025	65.00	Robert Nickel
2/25/2025	45.00	Sarah Copper
3/1/2025	95.00	Thomas Iron
3/15/2025	75.00	Uma Steel
3/25/2025	55.00	Victor Aluminum
4/1/2025	80.00	Wendy Zinc
4/15/2025	60.00	Xavier Tin
4/25/2025	40.00	Yara Lead
5/1/2025	90.00	Zoe Cadmium
5/15/2025	70.00	Adam Silver
5/25/2025	50.00	Bella Gold
6/1/2025	85.00	Chris Bronze
6/15/2025	65.00	Diana Platinum
6/25/2025	45.00	Ethan Nickel
7/1/2025	95.00	Fiona Copper
7/15/2025	75.00	George Iron
7/25/2025	55.00	Hannah Steel
8/1/2025	80.00	Ian Aluminum
8/15/2025	60.00	Jessica Zinc
8/25/2025	40.00	Kyle Tin
9/1/2025	90.00	Laura Lead
9/15/2025	70.00	Michael Cadmium
9/25/2025	50.00	Nancy Silver
10/1/2025	85.00	Oliver Gold
10/15/2025	65.00	Pamela Bronze
10/25/2025	45.00	Robert Platinum
11/1/2025	95.00	Sarah Nickel
11/15/2025	75.00	Thomas Copper
11/25/2025	55.00	Uma Iron
12/1/2025	80.00	Victor Steel
12/15/2025	60.00	Wendy Aluminum
12/25/2025	40.00	Xavier Zinc
1/1/2026	90.00	Yara Tin
1/15/2026	70.00	Zoe Lead
1/25/2026	50.00	Adam Cadmium
2/1/2026	85.00	Bella Silver
2/15/2026	65.00	Chris Gold
2/25/2026	45.00	Diana Bronze
3/1/2026	95.00	Ethan Platinum
3/15/2026	75.00	Fiona Nickel
3/25/2026	55.00	George Copper
4/1/2026	80.00	Hannah Iron
4/15/2026	60.00	Ian Steel
4/25/2026	40.00	Jessica Aluminum
5/1/2026	90.00	Kyle Zinc
5/15/2026	70.00	Laura Tin
5/25/2026	50.00	Michael Lead
6/1/2026	85.00	Nancy Cadmium
6/15/2026	65.00	Oliver Silver
6/25/2026	45.00	Pamela Gold
7/1/2026	95.00	Robert Bronze
7/15/2026	75.00	Sarah Platinum
7/25/2026	55.00	Thomas Nickel
8/1/2026	80.00	Uma Copper
8/15/2026	60.00	Victor Iron
8/25/2026</		

N/A

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: _____
Signed: _____ Title: Attorney at Law
Print Name: JOHN M. CARSON Date: 12/27/2021

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.