

AGREEMENT FOR PROFESSIONAL SERVICES

between

ELIZABETH BOARD OF EDUCATION

and

CRITCHLEY, KINUM & DENOIA LLC

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made this 18th day of November, 2019, by and between the **ELIZABETH BOARD OF EDUCATION**, located at 500 N. Broad Street, Elizabeth, New Jersey 07208 (the "BOE") and Critchley, Kinum & Denoia LLC a law firm of the State of New Jersey having its principal office located at 75 Livingston Ave, Roseland, NJ 07068 ("CKD").

WITNESSETH

WHEREAS, the BOE requires legal services; and

WHEREAS, CKD represents that it is capable of and willing to perform such services; and

WHEREAS, the BOE desires to retain CKD to perform the required services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** CKD agrees to render and provide all of the necessary and proper legal services in connection with document production services as assigned and directed by the BOE. All services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the by members of the legal profession currently practicing under similar conditions.

2. **TERM.** The services to be provided under the terms of this Agreement shall begin on November 18, 2019, through November 17, 2020. Notwithstanding anything herein to the contrary, the BOE may terminate this Agreement at any time during its term for cause.

3. **COMPENSATION.**

3.1. **Hourly Billing.** All services authorized by BOE Board Counsel shall be billed to and paid by the BOE on a monthly basis on receipt of a detailed invoice of services rendered at the following rates: \$290/hour. Unit billing will not be accepted. Budgets shall be provided to General Counsel for review prior to the commencement of any services.

3.2. **Reimbursement of Expenses.** CKD shall be reimbursed for reasonable and necessary

expenses incurred in connection with the services rendered, on behalf of the BOE, and substantiated to the reasonable satisfaction of BOE. CKD shall not be reimbursed certain expenses as set forth on the attached Billing Guidelines.

4. SUBCONTRACTS. CKD agrees that it shall not perform any portion of the professional services that are the subject of this Agreement through the use of special counsel, consultants, or any other individual not directly employed by CKD without the prior written consent of the BOE which consent may be withheld in the BOE's sole discretion.

5. INSURANCE. CKD shall maintain professional liability/errors and omissions/ malpractice insurance in the minimum amount of \$1,000,000 and submit proof of coverage to the BOE at the time of execution of this Agreement.

6. INDEMNIFICATION. CKD shall indemnify and hold BOE, its members, directors, officers, employees, agents and servants harmless from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments, orders or decrees arising from or as a result of any acts or omissions of CKD, its members, directors, officers, employees, agents, servants, independent contractors or subcontractors.

7. INDEPENDENT CONTRACTOR. It is understood that CKD is an independent contractor and engaged in the operation of its own businesses. Except as specifically set forth herein, CKD is not to be considered the agent of the BOE for any purpose whatsoever, and, except as specifically set forth herein, CKD has no authority to enter into any contract or assume any obligation for the BOE or to make any warranty or representation on behalf of the BOE. CKD shall be fully responsible for its own employees, servants and agents, who shall not be deemed to be employees, servants or agents of the BOE for any purpose whatsoever.

8. CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS. For all periods relevant to this Agreement, CKD has and shall continue to comply with N.J.A.C. 6A:23A-6.3(a)1 *et seq.* and any applicable Board bylaws or resolutions regarding campaign contributions. CKD acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 in the event CKD receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of CKD to determine if such a filing is necessary, and additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

9. AFFIRMATIVE ACTION. CKD shall comply with the requirements of all applicable statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers,

and in particular, with the provisions of NJSA 10:5-31 *et seq.* (P.L. 1975, C. 127) and NJAC 17:27. The parties to this Agreement agree to incorporate into this Agreement the mandatory language of the Regulations promulgated pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and incorporated herein as Exhibit A.

10. **CONFIDENTIALITY.** All information obtained, learned, developed or filed in connection with the professional services to be provided hereunder, including data contained in official files or records, shall be kept confidential by CKD and shall not be disclosed to any third party except with the prior written consent of the BOE, or as authorized or required by law. All reports, information or data, furnished to or prepared, assembled or used by CKD under this Agreement shall be kept confidential by CKD, and shall not be published or made available to any person or party without the prior written consent of the BOE or as authorized or required by law.

11. **NO CONFLICTS.** CKD represents that the execution and delivery of this Agreement and performance of the obligations set forth in this Agreement: (i) shall not be a breach or violation of any agreement to which CKD is a party; and (ii) does not conflict with any agreement or other instrument, order, judgment, injunction, award or decree of any governmental body, administrative agency, court, law, rule or regulation affecting CKD.

12. **ASSIGNMENT.** Neither of the parties shall assign this Agreement without the prior written consent of the non-assigning party.

13. **COMPLETE AGREEMENT.** This Agreement is the entire and only agreement between the Elizabeth BOE and CKD. This Agreement replaces and cancels any previous agreements between the parties. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This Agreement may not be amended or modified except in writing signed by both parties hereto.

14. **PARTIES LIABLE.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

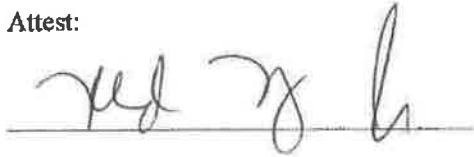
15. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice of law or conflict of law provisions.

16. **COUNTERPARTS.** This document may be executed in any number of counterparts any one of which shall constitute an original hereof. When counterparts have been executed by all parties, they shall have the same effect as if the signatures thereto and hereto were upon the same document. The parties agree that all such signatures may be transferred to a single document for purposes of convenience and/or

recording.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as of the day and year first above written.

Attest:



ELIZABETH BOARD OF EDUCATION

By:



Name: Diane Barbosa, President

Title: Board President

Date: 1/10/2020

Attest:



CRITCHLEY, KINUM & DENOIA LLC

By:



Name:

Title: Principal

Date: 1/9/2020

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 *et seq.*, N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable

Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

As provided to the Elizabeth, New Jersey Public School District, I am aware of the obligation to adhere to this Exhibit A, N.J. EEO Statute N.J.S.A. 10:5-31 *et seq.*, N.J.A.C. 17:27.

Vendor: CLITCHLEY, KENNETH, JR. Name: Michael Critchley
Address: 75 LIVINGSTON AVE. Title: Principal
ROSELAND, NJ 07068 Signature: [Signature]
Date: 1-9-2020