

**AGREEMENT FOR LEGAL SERVICES  
BRIDGETON BOARD OF EDUCATION**

**THIS AGREEMENT** made and entered into this 14th day of August 2018, effective as of July 1, 2018, by and between Bridgeton Board of Education (the "Board") and Weiner Law Group LLP, Attorneys at Law (the Contractor), 629 Parsippany Road, Parsippany, New Jersey, 07054;

**WITNESSETH:**

**WHEREAS**, the Board wishes to engage the professional services of the Contractor to perform legal services for the Board for the period commencing July 1, 2018 and terminating immediately upon notice as provided herein and, in any event, no later than June 30, 2019 (the "Contract Period"); and

**WHEREAS**, the Public Schools Contract Law, N.J.S.A. 18A:18A-1 *et. seq.* does not require professional service contracts to be advertised for bid; and

**WHEREAS**, the Board and the Contractor do hereby wish to enter into this Agreement for professional services (the "Contract"); and

**NOW, THEREFORE**, the Board and the Contractor mutually agree as follows:

1. **APPOINTMENT:** The Board hereby retains the Contractor for the Contract Period and the Contractor hereby accepts such appointment.
2. **SCOPE OF PROFESSIONAL SERVICES:** The Contractor or a representative of his office shall do, perform and carry out all necessary professional services in a satisfactory and proper manner, as determined by the Board for the following tasks:
  - a. Attend caucus, regular and special meetings of the Board as requested (it is understood that attendance at Caucus and Special Meetings will be on an occasional basis and the monthly public meeting on a regular basis).
  - b. Render oral and/or written opinions upon request of the Board (pursuant to Board policy) or the Administration.
  - c. Represent the Board as provided in Board policy and bylaw.
  - d. Represent the Board in all usual matters (including collective bargaining, grievances, and related personnel matters) such as student discipline hearings, administrative or Court proceedings, contracts, construction matters, matters for bidding and leases.
3. **PAYMENT:** The Board agrees to pay the Contractor the following:
  - a. Hourly Fee: Contractor shall be paid at the rate of \$165.00 per hour. Hourly billing rate will be calculated in six (6) minutes increments.



- b. Disbursements: No cost will be assessed for facsimiles, photocopies, postage or secretarial time. All other disbursements such as filing fees, federal express/courier services, court reporter fees, expert witnesses and the like shall be pre-approved by the Board for reimbursement.
  - c. Monthly Invoices: The Board agrees to pay monthly bills submitted by the Contractor for professional services within thirty (30) days of their receipt by the Board subject to the Board's right to withhold payment for any bill in dispute until such disputes are resolved to the mutual satisfaction of the parties. The Board will notify the Contractor in writing of any disputed bills within thirty (30) days of their receipt. Such notice will identify the disputed charge, the basis for the dispute and the proposed remedy.
4. **TERMINATION:** The Board may terminate this Contract for any reason, at any time by adoption of a Resolution to such effect. Should this Contract be so terminated, the Contractor shall be entitled to compensation for services rendered prior to the date of termination and any balance due for hourly fees incurred prior to termination.
5. **BINDING OF PARTIES:** The Board and the Contractor agree to be bound and do hereby bind themselves as far as duties required of the Contractor and payment therefore by the Board.
6. **NO EMPLOYER - EMPLOYEE RELATIONSHIP.** Notwithstanding anything to the contrary herein, the Board and the Contractor agree that this Contract shall not be deemed to create an employer-employee relationship between the Board and the Contractor, and that no rights and privileges of a Board's employees shall inure to the Contractor hereby.
7. **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE:** During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 as follows:
- a. 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 or sex. Except with respect to affectional or sexual orientation, 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 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.



- b. 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 or sex.
- c. 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.
- d. 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.
- e. 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.
- f. 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.
- h. 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal court decisions.
- i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the



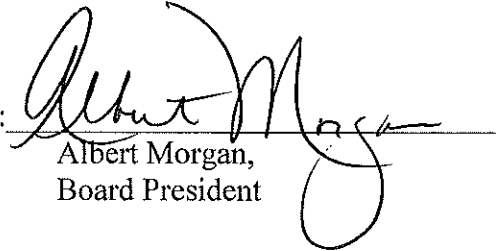
Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance Investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

8. **GOVERNING LAW:** This Contract shall be deemed to be a Contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.
9. **ENTIRE AGREEMENT:** This Contract fully and completely expresses the parties' understandings and agreements, supersedes any understandings or agreements previously made between the parties. Moreover, this Contract may not be changed or orally terminated by either party. It may be amended only by a written agreement, executed by both parties hereto.
10. **SEVERABILITY AND ILLEGALITY:** The parties understand that this Agreement is governed by the Laws of the State of New Jersey. If any provision of this Agreement is deemed unenforceable, illegal or inconsistent with the then current Statutes or Rules or Regulations, such Statutes or Rules or Regulations shall govern. However, to the extent that enforceable provisions of this Agreement continue to exist and are not inconsistent with such Statutes or Rules or Regulations, they shall remain binding upon the parties.
11. **MODIFICATION OR WAIVER:** No modification or waiver of any of the terms of this Agreement, including this provision, shall be held valid unless in writing and signed by the party or parties sought to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
12. **COMPLETE AGREEMENT:** This Agreement contains the entire understanding of the parties and there are no representations, covenants or promises other than those expressly set forth herein.
13. **SECTION HEADINGS:** The section headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
14. **BINDING EFFECT:** This Agreement is intended to bind and shall inure to the benefit of the parties hereto and their respective successor Boards, administrations, officers, directors, agents, successors, assigns and affiliates.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, effective as of July 1, 2018.

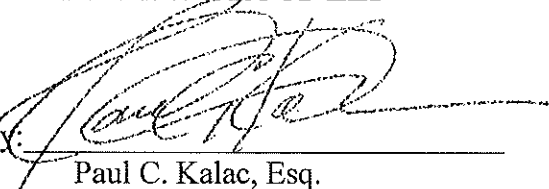
**BRIDGETON BOARD OF EDUCATION**

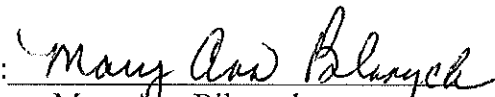
By:   
Albert Morgan,  
Board President

(SEAL)

ATTEST:   
Nicole Albanese,  
Business Administrator / Board Secretary

**WEINER LAW GROUP LLP**

By:   
Paul C. Kalac, Esq.  
Contractor

WITNESS:   
Mary Ann Bilanych

This Agreement is being executed in two original copies.

1433597\_1



**AGREEMENT BETWEEN**  
**CITY OF BRIDGETON BOARD OF EDUCATION**  
**AND**  
**GRACE, MARMERO, & ASSOCIATES, LLP**  
**LEGAL COUNSEL**

This agreement entered into as of this 23rd day of May 2019, by and between City of Bridgeton Board of Education, a public body corporate and politic of the State of New Jersey, hereinafter designated as "BOARD" and GRACE, MARMERO, & ASSOCIATES, LLP, with an address of 44 Euclid Street, Woodbury, New Jersey, hereinafter designated as "LEGAL COUNSEL."

Whereas, Board requests the services of a Legal Counsel for the period July 1, 2019, through June 30, 2020; and,

Whereas, Legal Counsel represents to Board that Legal Counsel is qualified by training and experience to perform the services provided for in this Agreement and is licensed by the State of New Jersey to the extent required for performance of those services; and,

Whereas, Board, in reliance upon Legal Counsel's representations desires to engage Legal Counsel to perform services for the Board.

Now, therefore, in consideration of the mutual covenants and promises contained herein the parties hereto agree as follows:

**1.0 SCOPE OF SERVICES**

1.1 Legal Counsel shall, in a professional manner, provide the following services:

- A. Legal counsel and advice to the Board and Administration;
- B. Timely advice and counsel on emergent matters. Counsel is expected to respond, at least verbally to be followed in writing, within a maximum of twenty-four hours when an inquiry is made by the Board or Administration;
- C. Written legal opinions upon request;
- D. Initiate and/or defend lawsuits as necessary and at the direction of the Board;
- E. Prepare all necessary legal documents;

- F. Attend all regular meetings for the Board, and attend its meetings with committees or third parties upon request;
- G. Work cooperatively with legal counsels of insurance companies, consortiums, or other collective with whom the Board may be affiliated;
- H. Represent the school district in all judicial and/or administrative proceedings within the specific service area in which the district or any of its board members, administrators, or agents may be a party or have an interest;
- I. Provide written, timely notification to the Board of changes in school law or state regulations including court and administrative decisions that might impact upon the operation of the school district;
- J. Conduct in-service programs on specified legal issues for appropriate staff members upon request; and
- K. Fulfill other legal duties as are commonly accepted and assigned.

1.2 Legal representation as described in 1.1 above shall include all court appearances, conferences, negotiations, meetings, research, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation, trial work, and other related activities.

## **2.0 COMPENSATION**

- 2.1 The Board agrees to pay Legal Counsel a fee of \$150.00 per hour.
- 2.2 Payment for all services rendered shall be on a monthly basis. Legal Counsel shall submit vouchers for work performed on the voucher forms supplied by Board and shall attach to each an itemization of the type of work performed, including back-up copies of time sheets for the hours involved and the rate charged and any other information in substantiation as may be required by Board. Payment shall be made by Board within 45 days of receipt of properly executed original voucher if voucher is received at least 7 days prior to Board's regularly scheduled monthly meeting.
- 2.3 It shall be Board's exclusive right to determine whether services have been performed in a proper and satisfactory manner and in accordance with the terms and conditions of this Agreement prior to approval and payment of vouchers submitted by Legal Counsel. In exercising this right, Board shall at all times act reasonably and shall not unreasonably withhold payment, in whole or in part.
- 2.4 Acceptance of final payment by Legal Counsel for the services to be rendered pursuant to this Agreement shall be considered as a release in full of any and all claims against

Board or any agency thereof by reason of the services performed or the furnishing and supplying of any labor and material or any other claims whatsoever arising out of or in any way pertaining to this Agreement.

### **3.0 INDEMNIFICATION AND LIABILITY INSURANCE**

3.1 Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, officials, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.

3.2 As further assurance to Board, but not in any way limiting Legal Counsel's liability for indemnification, Legal Counsel shall, during the performance of the work to be performed pursuant to this agreement, keep in force at least the following insurance:

Workers compensation and employees liability insurance.

Commercial general liability covering both bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

Comprehensive automobile liability insurance including operation of owned, non-owned and hired automobiles covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

A professional errors and omissions policy covering Legal Counsel for public liability in an amount not less than \$1,000,000.

Legal Counsel shall supply Board with a certificate evidencing coverage and shall from time to time provide Board with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

### **4.0 GENERAL CONSIDERATIONS**

4.1 Legal Counsel shall make payment of all proper charges for labor and materials incurred in the aforementioned work, and to indemnify and save harmless Board, its officers, agents, servants and employees, and each and every one of them, against and from any and all suits and costs of every name, type or description, and from any and all damages to which the Administrator of Board or any other member or any officer, agent,

servant or employee of Board may be subjected by reason of injury to the person or property of others resulting from the performance of said work, or through the negligence of said Legal Counsel.

- 4.2 Legal Counsel shall not, without Board's written consent, sell, transfer, assign or in any way dispose of this Agreement of any interest therein to any other party or person.
- 4.3 Legal Counsel warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Legal Counsel, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for Legal Counsel, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 4.4 Legal Counsel agrees that it will comply with all provisions of law pertaining to public contracts which are hereby incorporated by reference and made a part hereof. Legal Counsel further agrees that it will comply with all laws and regulations of the State of New Jersey and the United States pertaining to non-discrimination in employment on public contracts.
- 4.5 Legal Counsel is not and shall not be considered in any respect an agent of or from Board in the performance of this Agreement but is expressly stated and agreed to be an independent contractor.
- 4.6 Legal Counsel shall abide and comply with all appropriate provisions of law applicable to this Agreement and the work agreed to be performed and the material to be supplied. The Agreement and all of its provisions shall be construed under the laws of the State of New Jersey.
- 4.7 Anything contained in any attachment hereto that is contrary to or in conflict with any provision of this Agreement shall be null and void and of no effect and instead the pertinent provisions contained in this Agreement shall prevail.
- 4.8 If any one or more of the covenants or agreements provided in this Agreement on the part of Board or Legal Counsel to be performed should be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void, and shall in no way affect the validity of the other provisions of the Agreement.
- 4.9 The standard of practice by which negligence will be judged is that which a reasonable practitioner would have used at the time the services were provided under similar circumstances.

- 4.10 All services rendered pursuant to this Agreement will be under the direction of a registered municipal accountant duly licensed in the State of New Jersey.

## **5.0 TERMINATION OF AGREEMENT**

- 5.1 This Agreement may be terminated at the sole discretion of the by Board at any time, or by a mutual written agreement of the parties. If this Agreement is terminated, Legal Counsel shall be paid in accordance with the provisions of Section 2.0 above.

## **6.0 EQUAL EMPLOYMENT OPPORTUNITY**

- 6.1 During the course of this contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Following is the required regulatory text:

(REVISED 4/10)  
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

### **GOODS, PROFESSIONAL SERVICE 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 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 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 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 contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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 and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasurey/contract-compliance](http://www.state.nj.us/treasurey/contract-compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contract Equal Opportunity Compliance 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 Division of Public Contracts Equal Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

## **7.0 AMERICANS WITH DISABILITY ACT OF 1990**

7.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as below and agree that the provisions of Title 11 of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The contractor and the Board, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the

claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## **8.0 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

8.1 N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

## **9.0 DELEGATION OF DUTIES**

9.1 Neither Board nor Legal Counsel shall delegate its duties in this Agreement without the written consent of the other party.

## **10.0 EXTENT OF AGREEMENT**

10.1 This Agreement represents the entire Agreement between Board and Legal Counsel supersedes all prior negotiations, representations or agreements, either written or oral for this project.

## **11.1 GOVERNING LAW**

11.2 The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of New Jersey.

## **12.0 EXPIRATION DATE**

12.1 This Agreement shall be effective as of July 1, 2019, and shall terminate June 30, 2020, subject, however, to such budgetary appropriations by Board as are required by law and subject to the right of prior termination as set forth in this Agreement.

## **13.0 FORCE MAJEURE**

13.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent the performance of any such obligation is prevented or delayed by a Force Majeure.

## **14.0 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**

14.1 Legal Counsel is advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20 .13 (P.L. 2005, c.271, s.3) if Legal Counsel receives contracts in excess of \$50,000 from public entities in a calendar year. It is Legal Counsel's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

14.2 Legal Counsel is advised that this agreement was awarded as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A. In accordance with the statute, Grace, Marmero & Associates, LLP is prohibited from making any reportable contributions to a political or candidate committee in the Bridgeton Board of Education through the term of the contract.

**15.0 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

15.1 It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner .

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized officials, have executed this Agreement on the day first set forth herein.

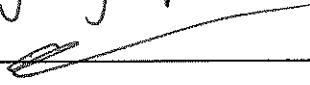
Grace, Marmero & Associates

44 Euclid Street

Woodbury, New Jersey 08096

By: Albert K. Marmero

Title: Managing partner

Signature: 

Date: 6-3-19

Bridgeton Board of Education

41 Bank Street

Bridgeton, New Jersey 08302

By: Nicole M. Albanese

Title: School Business Administrator/Board Secretary

Signature: 

Date: 5/29/19

**AGREEMENT BETWEEN****CITY OF BRIDGETON BOARD OF EDUCATION  
AND  
MARMERO LAW, LLC  
(LEGAL COUNSEL)**

This agreement, entered into as of this 14<sup>th</sup> day of July ~~June 30~~, 2021, by and between City of Bridgeton Board of Education, a public body corporate and politic of the State of New Jersey, hereinafter designated as "BOARD" and MARMERO LAW, LLC with an address of 44 Euclid Street, Woodbury, New Jersey, hereinafter designated as "LEGAL COUNSEL".

Whereas, Board requests the services of a Legal Counsel for the period July 1, 2021 through June 30, 2022; and,

Whereas, Legal Counsel represents to Board that Legal Counsel is qualified by training and experience to perform the services provided for in this Agreement and is licensed by the State of New Jersey to the extent required for performance of those services; and,

Whereas, Board, in reliance upon Legal Counsel's representations desires to engage Legal Counsel to perform services for the Board.

Now, therefore, in consideration of the mutual covenants and promises contained herein the parties hereto agree as follows:

**1.0 SCOPE OF SERVICES**

1.1 Legal Counsel shall, in a professional manner, provide the following services:

- A. Legal counsel and advice to the Board and Administration;
- B. Timely advice and counsel on emergent matters. Counsel is expected to respond, at least verbally to be followed in writing, within a maximum of twenty-four hours when an inquiry is made by the Board or Administration;
- C. Written legal opinions upon request;
- D. Initiate and/or defend lawsuits as necessary and at the direction of the Board;
- E. Prepare all necessary legal documents;
- F. Attend all regular meetings for the Board, and attend its meetings with committees or third parties upon request;



- G. Work cooperatively with legal counsels of insurance companies, consortiums, or other collective with whom the Board may be affiliated;
- H. Represent the school district in all judicial and/or administrative proceedings within the specific service area in which the district or any of its board members, administrators, or agents may be a party or have an interest;
- I. Provide written, timely notification to the Board of changes in school law or state regulations including court and administrative decisions that might impact upon the operation of the school district;
- J. Conduct in-service programs on specified legal issues for appropriate staff members upon request; and
- K. Fulfill other legal duties as are commonly accepted and assigned.

1.2 Legal representation as described in 1.1 above shall include all court appearances, conferences, negotiations, meetings, research, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation, trial work, and other related activities.

## **2.0 COMPENSATION**

- 2.1 The Board agrees to pay Legal Counsel a fee of \$150.00 per hour.
- 2.2 Payment for all services rendered shall be on a monthly basis. Legal Counsel shall submit vouchers for work performed on the voucher forms supplied by Board and shall attach to each an itemization of the type of work performed, including back-up copies of time sheets for the hours involved and the rate charged and any other information in substantiation as may be required by Board. Payment shall be made by Board within 45 days of receipt of properly executed original voucher if voucher is received at least 2 days prior to Board's regularly scheduled monthly meeting.
- 2.3 It shall be Board's exclusive right to determine whether services have been performed in a proper and satisfactory manner and in accordance with the terms and conditions of this Agreement prior to approval and payment of vouchers submitted by Legal Counsel. In exercising this right, Board shall at all times act reasonably and shall not unreasonably withhold payment, in whole or in part.
- 2.4 Acceptance of final payment by Legal Counsel for the services to be rendered pursuant to this Agreement shall be considered as a release in full of any and all claims against Board or any agency thereof by reason of the services performed or the furnishing and supplying of any labor and material or any other claims whatsoever arising out of or in any way pertaining to this Agreement.



### **3.0 INDEMNIFICATION AND LIABILITY INSURANCE**

3.1 Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, officials, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.

3.2 As further assurance to Board, but not in any way limiting Legal Counsel's liability for indemnification, Legal Counsel shall, during the performance of the work to be performed pursuant to this agreement, keep in force at least the following insurance:

Workers compensation and employees liability insurance.

Commercial general liability covering both bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

Comprehensive automobile liability insurance including operation of owned, non-owned and hired automobiles covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per accident and property damage with limits of \$1,000,000 per accident.

A professional errors and omissions policy covering Legal Counsel for public liability in an amount not less than \$1,000,000.

Legal Counsel shall supply Board with a certificate evidencing coverage and shall from time to time provide Board with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

### **4.0 GENERAL CONSIDERATIONS**

4.1 Legal Counsel shall make payment of all proper charges for labor and materials incurred in the aforementioned work, and to indemnify and save harmless Board, its officers, agents, servants and employees, and each and every one of them, against and from any and all suits and costs of every name, type or description, and from any and all damages to which the Administrator of Board or any other member or any officer, agent, servant or employee of Board may be subjected by reason of injury to the person or property of others resulting from the performance of said work, or through the negligence of said Legal Counsel.



- 4.2 Legal Counsel shall not, without Board's written consent, sell, transfer, assign or in any way dispose of this Agreement of any interest therein to any other party or person.
- 4.3 Legal Counsel warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Legal Counsel, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for Legal Counsel, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 4.4 Legal Counsel agrees that it will comply with all provisions of law pertaining to public contracts which are hereby incorporated by reference and made a part hereof. Legal Counsel further agrees that it will comply with all laws and regulations of the State of New Jersey and the United States pertaining to non-discrimination in employment on public contracts.
- 4.5 Legal Counsel is not and shall not be considered in any respect an agent of or from Board in the performance of this Agreement but is expressly stated and agreed to be an independent contractor.
- 4.6 Legal Counsel shall abide and comply with all appropriate provisions of law applicable to this Agreement and the work agreed to be performed and the material to be supplied. The Agreement and all of its provisions shall be construed under the laws of the State of New Jersey.
- 4.7 Anything contained in any attachment hereto that is contrary to or in conflict with any provision of this Agreement shall be null and void and of no effect and instead the pertinent provisions contained in this Agreement shall prevail.
- 4.8 If any one or more of the covenants or agreements provided in this Agreement on the part of Board or Legal Counsel to be performed should be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void, and shall in no way affect the validity of the other provisions of the Agreement.
- 4.9 The standard of practice by which negligence will be judged is that which a reasonable practitioner would have used at the time the services were provided under similar circumstances.
- 4.10 All services rendered pursuant to this Agreement will be under the direction of a registered municipal accountant duly licensed in the State of New Jersey.



## **5.0 TERMINATION OF AGREEMENT**

- 5.1 This Agreement may be terminated by Board on ninety (90) days written notice to Legal Counsel without cause, or by a mutual written agreement of the parties, or by Board on thirty (30) days written notice to the Legal Counsel in the event of substantial failure by the Legal Counsel to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, Legal Counsel shall be paid in accordance with the provisions of Section 2.0 above.

## **6.0 EQUAL EMPLOYMENT OPPORTUNITY**

- 6.1 During the course of this contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Following is the required regulatory text:

(REVISED 4/10)  
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

### **GOODS, PROFESSIONAL SERVICE 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 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 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 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



contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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 and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasurey/contract-compliance](http://www.state.nj.us/treasurey/contract-compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contract Equal Opportunity Compliance 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 Division of Public Contracts Equal Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



## **7.0 AMERICANS WITH DISABILITY ACT OF 1990**

- 7.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as below and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The contractor and the Board, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.



It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## **8.0 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

- 8.1 N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

## **9.0 DELEGATION OF DUTIES**

- 9.1 Neither Board nor Legal Counsel shall delegate its duties in this Agreement without the written consent of the other party.

## **10.0 EXTENT OF AGREEMENT**

- 10.1 This Agreement represents the entire Agreement between Board and Legal Counsel supersedes all prior negotiations, representations or agreements, either written or oral for this project.



## **11.0 GOVERNING LAW**

- 11.1 The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of New Jersey.

## **12.0 EXPIRATION DATE**

- 12.1 This Agreement shall be effective as of July 1, 2021, and shall terminate June 30, 2022, subject, however, to such budgetary appropriations by Board as are required by law and subject to the right of prior termination as set forth in this Agreement.

## **13.0 FORCE MAJEURE**

- 13.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent the performance of any such obligation is prevented or delayed by a Force Majeure.

## **14.0 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**

- 14.1 Legal Counsel is advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if Legal Counsel receives contracts in excess of \$50,000 from public entities in a calendar year. It is Legal Counsel's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **15.0 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

- 15.1 It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.



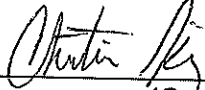
IN WITNESS WHEREOF, the parties hereto, through their duly authorized officials, have executed this Agreement on the day first set forth herein.

NAME  
ADDRESS  
**LEGAL COUNSEL**  
**MARMERO LAW, LLC**  
44 Euclid Street  
Woodbury, NJ 08096

SIGNATURE \_\_\_\_\_

DATED 6/18/21

WITNESS OR ATTEST:

SIGNATURE   
(Corporate Seal)

**CITY OF BRIDGETON BOARD OF EDUCATION**

SIGNATURE 

DATED \_\_\_\_\_

WITNESS OR ATTEST:

SIGNATURE   
(Corporate Seal)

