

A-1745/EW

THIS AGREEMENT, made and entered by and between the **CITY OF ATLANTIC CITY**, a Municipal Corporation of the State of New Jersey, 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter "**CITY**", and **MICHELE C. VERNO, ESQ.**, located at 222 New Road, Suite 801, Linwood, NJ 08221, hereinafter "**COUNSEL**".

WHEREAS, the City requires the services of **COUNSEL** to represent the **CITY** in such legal matters for the position of Assistant Public Defender as shall be assigned by the Public Defender; and;

WHEREAS, **COUNSEL** has the necessary qualifications and expertise to perform such services for the **CITY**;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

The City employs **COUNSEL** as the Assistant Municipal Public Defender to address all matters assigned and as requested by the Office of the Municipal Public Defender. As the Assistant Municipal Public Defender, **COUNSEL** shall be responsible for handling all phases of the defense of assigned indigent defendants in Atlantic City Municipal Court including but not limited to discovery, de minimis motions, pre-trial and post-trial motions, trials, and other collateral functions reasonably related to the client's defense. Counsel acknowledges and agrees that she may be assigned work up to four (4) days per week, and not to exceed two (2) sessions per day.

**SECTION TWO
CONTRACT PERIOD**

City retains the services of Counsel for a period of approximately two (2) months commencing on January 1, 2026, through February 28, 2026. Services will be rendered as requested by the Public Defender or their designee during the contract period.

**SECTION THREE
ATTORNEY'S FEES**

Counsel agrees to provide such legal services at a rate of **FOUR HUNDRED DOLLARS (\$400.00)** per **SESSION** expended by an attorney for civil actions and **THIRTY-FIVE DOLLARS (\$35.00)** for **EACH HOUR** expended by a paralegal on behalf of the City.

The aggregate amount of this Agreement shall not exceed **TWENTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$25,600.00)**. Existing cases assigned to Counsel from other law firms shall be subject to the fees set forth in those contracts unless amended by the City Solicitor.

**SECTION FOUR
COSTS OF ACTION**

All costs in connection with the services to be provided by Counsel under this Agreement shall be paid by the City. These costs shall include, but are not limited to out-of-pocket, filing fees, or investigation costs. Specifically excluded from reimbursable expenses is mileage, travel, parking fees, tolls, telephone and meal reimbursement. Photocopying costs will be at a rate of ten cents (.10 ¢) per page. Costs shall not be incurred without the prior approval of the City Solicitor.

Administrative support is considered part of the Counsel's overhead and is built into the rate structure. Moreover, purely clerical or secretarial tasks should not be billed at a paralegal or attorney rate regardless of who performs them.

**SECTION FIVE
ASSIGNMENT**

Counsel cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

Counsel recognizes and agrees that this Agreement is entered into in reliance upon the personal and professional skills of named firm attorneys of Counsel and agrees that all services to be rendered in fulfillment of this Agreement shall be provided personally by Counsel or by such attorneys associated with Counsel as shall be approved by the City Solicitor. The City reserves the right to select trial counsel on its behalf in any matter in which the City is a party, which selection shall be made by the City Solicitor.

SECTION SIX
REPORTING REQUIREMENTS & BILLING PROCEDURE

After a case has been assigned to Counsel, Counsel shall be required to provide Quarterly Supplemental Reports and a Post Litigation Report to the Public Defender.

The Quarterly Supplemental Reports should be submitted every 90 days and should update the previous report, not merely report information. The Quarterly Supplemental Reports should address whether anything has happened since the last report to change the attorney's assessment of the file, whether the attorney anticipates the need for any type of expert witness, and what remains to be done on the file.

It should be noted that whenever anything of significance occurs, that cannot wait until the next regularly scheduled report, the Public Defender should be immediately advised of that information via correspondence.

Counsel shall submit a Post Litigation Report within five (5) working days after completion of litigation, whether the case was settled, dismissed or tried to verdict. Counsel shall set forth the final terms of resolution, and whether anyone will appeal, if a verdict, and his/her recommendations for handling.

Counsel shall submit to the Public Defender itemized billing by the 15th day of the month following the month in which any authorized services are rendered. Billings shall be paid by the City, upon the approval of the Public Defender.

All billings shall be in itemized form. The billings shall provide such detail as the Public Defender shall require, including but not limited to the setting forth in detail of the date of the services provided, the nature of the services, the name of the attorney providing the service, and the name of the case or matter under which services were provided. Each bill shall include a recapitulation showing the total amount billed by case or matter for that billing period.

Each monthly billing shall include a brief statement showing the original amount of the Agreement, any increases established by amendment to the Agreement, the amount previously billed under the Agreement, and the total amount of unbilled funds remaining available under the Agreement, after deduction of the most recent amount billed.

**SECTION SEVEN
CONFIDENTIALITY**

All matters assigned to Counsel shall be handled in accordance with the usual standard of confidentiality under the Code of Professional Conduct. Counsel shall make no public comment on cases or matters in Counsel's care. Counsel shall report on the conduct, status, prospects, and recommended resolution of all matters directly and exclusively to the Public Defender or his delegate.

**SECTION EIGHT
TERMINATION**

The Business Administrator shall have the right to terminate this Agreement at any time in his sole discretion. In the event of said termination Counsel shall be entitled to the amount due for services rendered up to the date of termination.

**SECTION NINE
CERTIFICATION OF COMPLIANCE**

Counsel represents that it is in compliance with all the laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Attached Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement. Failure to continue in compliance shall be deemed a breach of this Agreement.

**SECTION TEN
LAW TO GOVERN CONTRACT**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey and the City of Atlantic City. Any dispute arises under this Agreement shall be initiated in courts of Atlantic County and no other.

**SECTION ELEVEN
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind shall be binding only if in writing signed by each party or an authorized representative of each party.

**SECTION TWELVE
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Counsel acknowledges that he/she cannot commence or continue to represent the City or any named individual or incur any expenses that would cause the Agreement amount to be exceeded without first receiving prior written authorization from the City Solicitor.

Further, the City will not accept invoices representing time and expenses that were performed or incurred outside or beyond the Agreement end date.

Any work not specifically authorized in writing by the City may be rejected for payment at the discretion of the City.

**SECTION THIRTEEN
CONTRACT TITLES**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**SECTION FOURTEEN
CONTINGENCY**

It is understood that this Agreement is contingent upon the availability of funds in the City's 2026 budget. In the event said funds are not appropriated for this Agreement, the Agreement shall become null and void. The Contract Request Form is hereby approved. However, this approval does not extend to any litigation contesting actions of the State of New Jersey or any of its agencies or authorities. Prior to participating in any such actions, prior written approval of the Director of the Division of Local Government Services shall first be obtained by the City. Additionally, please be advised that the approved vendor must comply with the City of Atlantic City's ordinance prohibiting contributions exceeding \$300 from Counsel or certain of its equity partners to any candidates for office in Atlantic City and to certain other campaign committees and organizations. A violation of this ordinance will result in the approval of this Agreement being rescinded.

**SECTION FIFTEEN
EFFECT OF ILLEGALITY**

If any provision of this Agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

**SECTION SEVENTEEN
INSURANCE**

Before commencing work, and as a condition precedent for payment, the Counsel shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Counsel's operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to Counsel, any of its contractor's, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the Counsel's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Counsel will defend and indemnify the City at the Counsel's expense.

The Counsel must obtain the required insurance with the carrier rated A-VIII or better by

A. M. Best. In the event the Counsel subcontracts any part of this project, these insurance requirements must apply to all subcontractors.

The Counsel shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to Indemnification shall be included in the policy. The General Liability and Umbrella/Excess Liability policy Aggregate Limits shall apply separately to the project/location as defined in Section Two, Scope of Services. As an alternative, the Counsel may provide Commercial General Liability Insurance with no aggregate.

Workers' Compensation and Employers' Liability Insurance

\$500,000.00 Each Accident

\$500,000.00 Each Employee for Injury by Disease

\$500,000.00 Aggregate for Injury by Disease

If the Counsel is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law.

Professional Liability Insurance

\$1,000,000 Each Claim

\$3,000,000 General Aggregate

If policy is a claims-made form, Consultant must identify known claims that affect the aggregate.

**SECTION EIGHTEEN
INDEMNIFICATION**

The Counsel shall indemnify, defend and hold harmless the City from and against any claim (including any claim brought by employees of Counsel), liability, damage or expense (including attorneys' fees) that such City may incur relating to, arising out of or existing by reason of (i) Counsel's performance of this Agreement or the conditions created thereby (including the

use, misuse or failure of any equipment used by Counsel or its subcontractors, servants or employees) or (ii) Counsel's breach of this Agreement or the inadequate or improper performance of this Agreement by Counsel or its subcontractors, servants or employees.

**SECTION NINETEEN
WAIVER AND RENUNCIATION**

No waiver or renunciation by either party to this Agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

**SECTION TWENTY
POLITICAL CONTRIBUTION DISCLOSURE**

This Agreement has been awarded to **MICHELE C. VERNO, ESQ.** based on the merits and abilities of **MICHELE C. VERNO, ESQ.** to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that **MICHELE C. VERNO, ESQ.**, their subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement that would affect its ability to perform under the Agreement.

**SECTION TWENTY-ONE
STATUS OF COUNSEL**

It is expressly understood and agreed by and between the parties hereto that the status of the Counsel and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the Counsel or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

This Agreement is effective as of the date of the complete execution hereof.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei
Paula Geletei, City Clerk

BY: Marty Small, Sr.
Marty Small, Sr., Mayor

DATE: 1/30/2020

DATE: 1-28-26

WITNESS:

COUNSEL

1-21-26
Dated:

BY: Michele C. Verno
Michele C. Verno, Esq.

The Agreement is approved as to form and execution.

Date: 1/28/26

BY: Peter T. Sallata
Peter T. Sallata, Esquire
Assistant City Solicitor

STATE OF New Jersey)
) ss.

COUNTY OF Atlantic .)

I CERTIFY that on January 21, 2026,
Michele C. Verno, ^{Owner of the LLC} the ~~Secretary or Assistant Secretary of the Corporation,~~
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary or assistant secretary of

(the corporation named in this document);

- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

January 21, 2026

Michele C. Verno
~~Secretary or Asst. Secretary~~
Owner. LLC

Timothy C. Reed
Timothy C. Reed, Esq.