

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (hereafter Agreement) is made and entered into as of this 1st day of July, 2022 by and between Edvocate, Inc., a New Jersey corporation, and Franklin Lakes Board of Education, a public school district (hereafter District), who agree as follows:

1. PURPOSE OF THE AGREEMENT: The Agreement sets forth the terms and conditions upon which District retains Edvocate to provide the District with contract monitoring services for their facilities service operations.
  - 1.1. Independent Contractor: Edvocate shall be an independent contractor and shall retain control over its employees and agents. It further agreed that Edvocate shall maintain its independent contractor status throughout the duration of this Agreement, and that at no time shall it be considered an employee of the District. Other than as provided below, Edvocate shall not be entitled to any other compensation or benefits from the District or from any of its present or future successors or assigns, by reason of its provision of services hereunder.
  - 1.2. Access: District shall provide Edvocate with reasonable access to, and use of, the Premises to permit Edvocate to perform its obligations under this Agreement. Edvocate personnel will conduct themselves with the highest degree of professional integrity in all contacts with District staff, students and constituencies
2. TERM OF AGREEMENT: The term of this Agreement is for one (1) year, with an option for four (4) one (1) year extensions at the School Board's discretion. The initial one (1) year term of the Agreement will commence on July 1, 2022 and continuing until June 30, 2023 ("Initial Term"). Thereafter, this Agreement is subject to four (4) one (1) year extensions at the District's option subject to the following conditions:
  - 2.1. the Contract shall be awarded by resolution of the District's Board of Education ("Board") upon a finding that the services are being performed in an effective manner.
  - 2.2. No such Contract shall be extended so that it runs for more than a total of five consecutive years.
  - 2.3. Any price change included as part of an extension shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the New Jersey index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.
  - 2.4. The terms and conditions of the conditions of the Contract remain substantially the same.
3. SERVICES TO BE PERFORMED
  - 3.1. Services: Edvocate will provide ongoing monitoring of the District's facilities service program, analysis after the contract is awarded to a facilities services management company (FSMC). This will include the following for Contract Monitoring:
    - 3.1.a. Edvocate will perform an inspection of all school buildings to establish a baseline quality level. We will then perform inspections of all school buildings, two times a year utilizing Edvocate's propriety inspection system and scoring.
    - 3.1.b. Should there be a change in FSMCs, we will provide transition/start up services for the newly implemented facilities and management services contract to include the following:
      - 3.1.b.i. We monitor the startup, discuss and resolve issues that arise. To do this, we facilitate and attend four on-site weekly meetings for one month prior to start up. Then facilitate and attend four to six weekly on-site meetings for thirty to sixty days after start up.
      - 3.1.b.ii. Provide the FSMC with the following and ensure they are properly filled out and completed during and after the startup period:
        - 3.1.b.ii.1 Task Schedules format which detail in 15-minute increments what a custodian daily work schedule is.
        - 3.1.b.ii.2 Employee roster format detailing the contractual requirements of wages, black seal licensing, background checks, etc.
        - 3.1.b.ii.3 Summer Cleaning format plan for each school detailed by room number.

- 3.1.b.ii.4 Startup plan format covering the period of time from 30 days prior to the start of the contract to 60 days after the start of the contract.
- 3.1.b.ii.5 Guide the FSMC's through Snow Removal Plans
- 3.1.b.ii.6 Equipment Log format detailing the balance of the equipment budget, the location of the equipment, cost, condition etc.
- 3.1.b.ii.7 Overtime Log format to track the usage of overtime throughout the year.
- 3.1.b.ii.8 Be available to attend emergency meetings within 24 hours of notification.
- 3.1.c. After each inspection, we prepare a written report, Common Goals and Inspection Report detailing the attainment of the previous Common Goals and establish upcoming Common Goals. Detail the inspection results and the history of the previous scores.
- 3.1.d. We will work with Administration to improve the FSMC's performance by establishing clear measurable performance and achievement goals. We then arrange and facilitate two goal-setting Common Goals meetings, every year, with administration and the FSMC. At these meetings we review the Inspection Report, status of the previous goals and objectives, then discuss and agree upon the upcoming goals and objectives for the FSMC. We then monitor the FSMC for the attainment of those goals and objectives. This, along with the inspections, ensures continual improvement in the FSMC's performance.
- 3.1.e. Continually audit the FSMC, to ensure they are in compliance with minimum wages, staffing, benefit levels, employee background checks and black seal licenses.
- 3.1.f. Annually, reconcile the FSMC's contractual obligations for wages paid vs. their certified payroll.
- 3.1.g. Annually, reconcile the FSMC's contractual obligation for OT paid vs. actual.
- 3.1.h. Maintain the Equipment Budget Pool which tracks approved equipment purchased against the monies in the Equipment Budget Pool.
- 3.1.i. Edvocate may periodically do unannounced inspections at night throughout the year.
- 3.1.j. Each year, determine what are the needs, concerns and expectations of the users of the program.
- 3.1.k. Edvocate's staff will be onsite up to six times per year for the monitoring of your Facilities services.
- 3.1.l. Provide unlimited support via telephone and or email.

#### 4. PERSONNEL POLICIES

- 4.1. Equal Opportunity and Affirmative Action Employer: Edvocate agrees to comply fully with the requirements of P.L. 1975, c. 127, and all implementing regulations there under, all as amended from time to time. The mandatory language of the regulations, attached as Exhibit A, is incorporated herein by reference, and a current Treasury Certificate is attached as Exhibit B.
- 4.2. Background Check: Edvocate affirms that all employees who may come in contact with District staff and students have passed background criminal checks as are typically required of public school district employees.
- 4.3. Potential Conflicts of Interest; Favoritism: Edvocate warrants and represents that neither Edvocate, nor any employee of Edvocate, either now or during the term of this agreement, has or will have any business interest or contract with any facilities service management company, and that Edvocate, and each of its employees, will perform the services of this agreement objectively and impartially on behalf of the District, without favoritism toward or against any potential facilities service management company.

#### 5. BILLING AND PAYMENT TERMS

- 5.1. Agreement Price: In consideration of Edvocate's performance of its obligations under this Agreement, District shall pay Edvocate an Agreement Price for each year of the following:

5.1.a. The agreement price for the period of July 1, 2022 to June 30, 2023 shall be Thirteen Thousand Two Hundred Dollars (\$13,200.00) annually divided in twelve (12) monthly payments of One Thousand One Hundred Dollars (\$1,100.00).

- 5.2. Additional site visits, requested by the District, beyond the ten days on-site will be charged to the District at \$475.00 per day, including all expenses.
- 5.3. Payment Terms: The Installment Payments shall be either (i) hand delivered to Edvocate; (ii) made by electronic transfer to the Edvocate's designated bank account or (iii) delivered to an address provided by Edvocate. Each payment will be made no later than net 30 days from date of invoice.
- 5.4. Expenses: Any and all expenses incurred by Edvocate in the performance of its duties hereunder shall be borne directly by Edvocate and the District shall have no liability whatsoever for such expenses
- 5.5. Taxes: Edvocate shall have the responsibility for payment of all federal, State and local taxes with respect to the Agreement Price in Section 5.1.

## 6. GENERAL TERMS AND CONDITIONS

- 6.1. Assignment: The Agreement may not be assigned by either party without the written consent of the other.
- 6.2. Notice: Any notice or communication required or permitted to be given shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To District: Franklin Lakes Board of Education  
Attention: Trenae Lambkin, Business Administrator/Board Secretary  
490 Pulis Avenue  
Franklin Lakes, NJ 07417

To Edvocate: Edvocate, Inc  
Attention: Bill Gerichter, President  
756 Opatut Court  
Toms River, NJ 08753

and/or other persons or places as either of the parties may hereafter designate in writing. All notices shall be effective when received.

- 6.3. Waiver of Jury Trial: Edvocate and the District hereby waive their rights to trial by jury with respect to any dispute or litigation between them arising under or related to this Agreement.
- 6.4. Indemnity: Except as otherwise expressly provided herein, Edvocate and the District shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable attorney's fees and court costs which are related to or arise out of actions taken or omitted by each other, or that are otherwise related to the performance of services under this Agreement. The District, however, will not be responsible for any claims, liabilities, losses or damages (or actions in respect thereof) which are finally judicially determined to have resulted solely from Edvocate's misrepresentation, negligence or misconduct. This clause shall survive termination of the Agreement, except to the extent that such loss or damage is the result of the other parties' negligence, misconduct or other fault.
- 6.5. Amendments to Agreement: All provisions of the Agreement shall remain in effect throughout the term of the Agreement unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Agreement may not be changed other than by an agreement in writing signed by the parties.

- 6.6. Termination for Cause: If either party breaches a material provision hereof or of any other agreement between the parties ("Cause"), the nonbreaching party shall give the other party notice of such Cause. Notwithstanding anything contained herein to the contrary, if the Cause is remedied within ten (10) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. The rights of termination referred to herein are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.
- 6.7. Changes to Agreement: All provisions of the Agreement shall remain in effect throughout the term of the Agreement. The Agreement may not be changed other than by a revised Agreement signed by the parties hereto.
- 6.8. Entire Agreement: This Agreement contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written agreements or communications concerning the matters contained herein.
- 6.9. Severability: If any provision of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.
- 6.10. Governing Law: This Agreement shall in all respect be construed according to the laws of the State of New Jersey, without regard to its conflicts of laws provisions. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of the Courts of the State of New Jersey in connection with any suit, action or other proceeding concerning this Agreement. Each party waives and agrees not to assert any defense that the court lacks jurisdiction, venue is improper, inconvenient forum or otherwise.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the date first signed.

FRANKLIN LAKES BOARD OF EDUCATION

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ms. Trenae Lambkin  
Title:

EDVOCATE, INC.

Date: July 1, 2022

By:  \_\_\_\_\_

Bill Gerichter  
President

# **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: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C.17:27-1.1 et seq.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

Company: Edvocate, Inc.

Signature: 

Name: Bill Gerichter

Title: President

Date: July 1, 2022

**EXHIBIT B**

Certification 23894

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2023**



**EDVOCATE, INC.  
756 OPATUT COURT  
TOMS RIVER NJ 08753**

*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** EDVOCATE, INC.  
**Trade Name:**  
**Address:** 756 OPATUT COURT  
TOMS RIVER, NJ 08735  
**Certificate Number:** 1182192  
**Date of Issuance:** November 22, 2006

**For Office Use Only:**  
**20061122104946579**

EXHIBIT C

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

Vendor Name:	Edvocate, Inc.		
Address:	Executive Woods South, 756 Opatut Court		
City:	Toms River	State: NJ	Zip: 08753

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature

Bill Gerichter  
Printed Name

President  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

Check here if the information is continued on subsequent page(s)

**EXHIBIT D**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization: Edvocate, Inc.**

**Organization Address: 756 Opatut Court Toms River, NJ 08753**

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

<b>Name of Individual or Business Entity</b>	<b>Home Address (for Individuals) or Business Address</b>
Bill Gerichter	756 Opatut Court Toms River, NJ 08753

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**



If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.


Full Name (Print):	Bill Gerichter	Title:	President
Signature:		Date:	July 1, 2022

EXHIBIT E

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE Contract Monitoring
VENDOR/BIDDER NAME Edvocate, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature: Bill Gerichter

Date: July 1, 2022

Print Name and Title: Bill Gerichter, President

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.