

ADDENDUM
July 23, 2013

X. Committees and Recommendations

C. Finance Committee - Mrs. Melton

Action

- 20. Motion to approve an Agreement between the Hamilton Township Board of Education and Nehmad Perillo & Davis, P.C., as its Board Solicitor to provide legal services to the District for the period July 1, 2013 through June 30, 2014 at the rate of \$130.00/hour (attachment Finance-20).**

Motion_____Second_____Vote_____

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, is made this ____ day of _____, 2013, BETWEEN the Board of Education of the Township of Hamilton (the "Board") and Nehmad Perillo & Davis, PC ("NPD").

BACKGROUND

- A. The Board is desirous of retaining NPD to provide legal services to the Board.
- B. NPD has submitted a proposal which has been reviewed by the Board and its staff and has been deemed responsive and acceptable.
- C. On June 25, 2013 the Board voted to appoint Eric S. Goldstein, of NPD, as its solicitor to provide legal services.

NOW, THEREFORE, in consideration of the Background above, the parties hereby agree as follows:

1. The Board does hereby agree to employ NPD as its Board Solicitor for the term of July 1, 2013 through June 30, 2014, in accordance with the terms set forth herein.
2. NPD does hereby agree to accept said employment aforesaid and agrees to faithfully perform the duties called for under the rules and regulations prescribed therefore by the Board and to further devote all of the time, skill and energy necessary in the performance of said duties.
3. The Board, in consideration of NPD performing its duties under such employment as stated above and in accordance with said rules and regulations, does hereby agree to pay to NPD the sum of \$130.00 per hour, for attendance at all Board meetings and general legal representation, billed monthly and payable within 30 days of receipt of a detailed invoice from NPD.
4. The Board shall pay only for actual expenses incurred by NPD and administrative work and secretarial services shall not be billed at an hourly rate. Travel time shall not be billable at all.
5. Any matters outside of the scope of general legal representation for which NPD shall provide work (if any such matter arise or exist), shall be approved in advance by the Board.

IN WITNESS WHEREOF, the parties have hereunto attached their corporate seals, caused those present to be signed by its authorized representatives on the date stated above.

BOARD OF EDUCATION OF THE TOWNSHIP OF
HAMILTON

By: _____

ATTESTED TO

By: _____
School Business Administrator

NEHMAD PERILLO & DAVIS, P.C.

By: _____
Eric S. Goldstein, Esquire