

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated the 23rd day of June, 2012,

THE BOARD OF EDUCATION OF THE BRICK TOWNSHIP SCHOOLS, having its principal offices located at 101 Hendrickson Avenue, Brick, New Jersey 08723 (hereinafter referred to as "Board");

JOHN C. SAHRADNIK, ESQ., of the firm **BERRY, SAHRADNIK, KOTZAS & BENSON**, having its principal offices located at 212 Hooper Avenue, P.O. Box 757, Toms River, New Jersey 08754-0757 (hereinafter referred to as "Attorney").

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Professional Legal Services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. The Attorney is hereby appointed as Board Attorney for the period June 23, 2012, through June 22, 2013, subject to the Board's right to terminate this Agreement for any reason upon thirty (30) calendar days advanced written notice to the Board Attorney. The Attorney agrees to perform all necessary legal services required by the Board, including attendance at all Board meetings, the rendering of legal advice, preparation of resolutions, contracts and other documents, and all other legal services as may be requested by the Board during the term of this Agreement.

2. The Attorney shall provide all legal services required at the rate of \$135.00 per hour.

3. The Attorney shall perform such legal services as determined and authorized by the Board, or other authorized official of the Board, in accordance with the terms of this Agreement.

4. The Attorney shall bill the Board for all services rendered. This includes telephone calls, preparation and review of letters, correspondence and other documents, travel to and from meetings (other than Board meetings) and Court, legal research, preparation of documents, negotiations and other services rendered on behalf of the Board. All telephone calls and other items shall be billable at a minimum rate of .2 of an hour.

5. In addition to legal fees, the Board must pay the following costs and expenses: expert fees, court costs, service fees, investigator fees, deposition costs, photocopying costs, messenger services, postage, mileage at \$0.31 per mile, computer

assisted research, and any other necessary expenses incurred by the Attorney in representation of the Board under this contract.

6. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

7. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

8. The Attorney agrees to comply with the provisions of the Affirmative Action Addendum which is attached hereto as Exhibit A, which shall be incorporated herein by reference.

9. The Attorney shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

**BRICK TOWNSHIP SCHOOLS
BOARD OF EDUCATION**

SHARON KIGHT,
President, Board of Education

(Seal)

**BERRY, SAHRADNIK, KOTZAS,
& BENSON**

Witness

JOHN C. SAHRADNIK
For the Firm