

**AGREEMENT TO PROVIDE PROFESSIONAL
GENERAL COUNSEL, WORKERS' COMPENSATION AND SPECIAL EDUCATION
SOLICITOR SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between the Board of Education of the City of Camden ("Board"), a political subdivision of the State of New Jersey organized under the Education Laws of the State of New Jersey, having its principal place of business at 1033 Cambridge Street, Camden, New Jersey 08102, and Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC ("Solicitor"), with offices located at 1010 Kings Highway South, Building 2, Cherry Hill, New Jersey 08034, for General Counsel, Workers' Compensation and Special Education Solicitor services.

RECITALS:

WHEREAS, the Board has need of the services Solicitor for General Counsel, Special Education and Workers' Compensation services for the 2020 – 2021 school year; and

WHEREAS, pursuant to the Local Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. ("PSCL"), such services are recognized as "professional services", as same shall be performed by persons authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of such services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction in study; and

WHEREAS, N.J.S.A. 18A:18A-5(a) (1) permits the awarding of a contract for professional services without the requirements of public bidding; and

WHEREAS, by Resolution #28 dated July 28, 2020 the Board appointed Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC as Solicitor for the Board for the School Year 2020 - 2021;

NOW, THEREFORE, in consideration of these premises and the terms and conditions set forth in this Agreement and other good and valuable consideration, the parties hereto do covenant and agree as follows:

1. SCOPE OF SERVICES:

The Board requires the services of Solicitor to provide legal services in all areas arising under the School Laws, including but not limited to general counsel, special education, workers' compensation, contract administration, mediation and arbitration representation, and representation in the state and federal courts, representation relating to complaints and investigations of state and federal agencies; and in proceedings before the Commissioner of Education and Office of Administrative Law. Additionally, Solicitor shall provide legal service in connection with general litigation, student, educational, contracting, parliamentary and such other legal services as may be requested by the Board President, Board of Education, Superintendent of Schools or her designee, and/or the Board Secretary/School Business Administrator. The scope of services shall also include but not be limited to the following:

- (a) Attendance at regular, special, committee and emergency meetings of the Board, as requested;
- (b) Consultation with the Superintendent of Schools or her designee, the Board President and/or Board Secretary/School Business Administrator and any individuals so designated by the above;
- (c) Preparation of legal opinions or legal memoranda requested by the Superintendent of Schools or her designee, the Board President, Board of Education and/or Board Secretary/School Business Administrator;
- (d) Review of all correspondence referred by the Superintendent of Schools or her designee, the Board President, Board of Education and/or Board Secretary/School Business Administrator; and preparation of correspondence on behalf of the Board, if requested;
- (e) Preparation and/or review of agreements, resolutions and such other documents when requested by the Superintendent of Schools or her designee, the Board President and/or Board Secretary/School Business Administrator; and
- (f) Preparation of status reports/summaries of pending legal matters on a monthly basis or such other schedule as requested by the Board; and
- (g) Any other legal services requested by the Superintendent of Schools or her designee, the Board President, Board of Education and/or Board Secretary/School Business Administrator.

2. **PERSONNEL:**

- (a) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC represents and agrees that:
 - (1) it has the personnel necessary to provide the legal services anticipated under this Agreement;
 - (2) all of the services to be provided by Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC pursuant to this Agreement will be provided by personnel qualified to perform the particular work; and
- (b) The Board understands and agrees that it is retaining the firm of Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC and that services may be provided by any of the partners, of counsel, and associates with due regard for efficiency.

3. **TERM OF AGREEMENT:**

It is understood and agreed by and among the parties hereto, that the term of this Agreement shall be for the period July 1, 2020 and continuing until June 30, 2021. The parties agree that the Term may be extended, and a new contract awarded, by the mutual consent of the parties and in accordance with N.J.S.A. 18A:18A-42.

4. **COMPENSATION:**

The Board agrees to compensate Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC for the services to be rendered at an hourly rate of One Hundred Eighty Dollars (\$180.00) for all legal work performed by partners and associates plus reasonable out-of-pocket expenses. Paralegal services will be billed at an hourly rate of Ninety-Five Dollars (\$95.00) if/when applicable. In addition, the Board shall be charged reasonable fees for ordinary copying, faxes, postage, telephone, Westlaw research and the like, which will be added to the bill for legal services.

(a) **Books and Records:**

Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees to make available to the Board, upon request, its books and records for inspection by appropriate officials concerning the charges, fees and costs under this Agreement.

(b) **Procedures:**

The invoices for Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall include employee name, days and hours on project, brief description of the work performed, hourly rate for each employee, total amount for each employee, total amount for all employees, itemization of expenses.

The invoices shall be submitted by Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC to the Board on a monthly basis, during the normal course of Board operations. Invoices not submitted by such date shall not be paid until the next billing cycle. The Board shall promptly notify Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC of any disputes regarding any of the invoices submitted. The parties shall use all reasonable efforts to resolve any disputes as promptly as possible. The Board shall pay all undisputed amounts within thirty (30) days of receipt of the invoices. We reserve the right to withdraw from representation if bills are not paid in a timely manner.

5. **SERVICE AND DOCUMENT CONFORMANCE:**

- (a) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall perform its services in accordance with that standard of care and skill normally demonstrated by other professional consultants under similar circumstances.
- (b) All services rendered and documents prepared by Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall conform to all applicable laws, statutes and ordinances, rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies having jurisdiction over the Board and Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC in effect when the services are rendered and the documents are prepared.

6. **COOPERATION:**

The Board will cooperate with Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC by making its officials, officers, employees, attorneys and agents, as well as relevant documents, available to Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC upon request so as to allow Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC to perform the services required under this Agreement and meet their ethical obligations as they may arise under the Model Rules of Professional Conduct, and the opinions and decisions of the Advisory Committee on Professional Responsibility and the New Jersey Supreme Court.

7. **TERMINATION:**

- (a) The Board shall timely notify Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC if the Board determines that the firm has failed to fulfill in a timely and proper manner their respective obligations under, or has violated any of the terms of, this Agreement. The Board may terminate this Agreement by providing thirty (30) calendar days advance written notice to Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC if it fails to fulfill in a timely and proper manner its obligations under, or violates any of the terms of this Agreement. Nothing contained herein shall prevent the Board of Education from terminating this Agreement without cause.
- (b) This agreement may be terminated by Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC by giving thirty (30) calendar days advance written notice to the Board.

8. **ASSIGNMENT:**

This Agreement shall not be assigned or assignable by Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC or by law.

9. **INSURANCE:**

Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall maintain professional liability insurance of at least One Million (\$1,000,000.00) Dollars in the aggregate.

10. **AFFIRMATIVE ACTION:**

During the performance of this Agreement, Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees, as follows:

- (a) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during the employment, without regard to their age, race, creed, color, national origin, ancestry, marital status 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. Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC 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) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will, in all solicitations or advertisements for employees placed by or on their behalf, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- (c) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC will send to each labor union or representative or workers with which they have 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 commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemental from time to time;
- (e) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

- (f) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that they do not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that they will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- (g) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC agrees to revise any of their respective 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.
- (h) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and
- (i) Florio Perrucci Steinhardt Cappelli Tipton & Taylor, LLC shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation.

11. HEADINGS:

The headings to the sections of this Agreement are solely for the convenience of the parties and have no meaning or force and effect.

12. GOVERNING LAW:

This Agreement shall be governed by the Laws of the State of New Jersey.

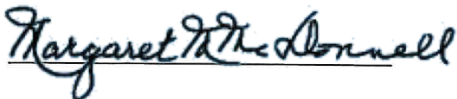
13. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding among the parties and supersedes all previous understandings, commitments and representatives concerning the subject matter hereof, whether written or oral. Any modification of this Agreement shall be of no force or effect unless made in writing and signed by the parties whose performance is modified thereby.

IN WITNESS WHEREOF, the Board of Education of the City of Camden, Camden County, has caused these presents to be duly executed and Solicitor has caused these presents to be duly executed, as of the day and year first above written.

BOARD OF EDUCATION OF THE
CITY OF CAMDEN,
CAMDEN COUNTY

ATTEST:



School Business Administrator/
Board Secretary

By: _____

FLORIO PERRUCCI STEINHARDT
CAPPELLI TIPTON & TAYLOR, LLC

ATTEST:


DIANE L. Goldsoll

By:  _____
Lester E. Taylor III, Esq.