

PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into by and between the Parking Authority of the City of New Brunswick (hereinafter the "Authority" or the "NBPA"), having its principal offices located at 106 Somerset Street, 6th Floor, New Brunswick, New Jersey 08901, and MK Parking Advisor LLC., , located at 53 Wilcox Road, New Brunswick, New Jersey ,08901 (hereinafter referred to as the "Interim Executive Director Officer" or "ED").

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **CONTRACT WITH INTERIM EXECUTIVE DIRECTOR:** The Authority hereby agrees to engage the ED, and the ED hereby agrees to provide consulting services, as outlined herein under Section 2 (Scope of Services), in conformity with all applicable federal, state, and local laws and regulations to which the Authority, the Interim ED, and their respective employees are subject (hereinafter referred to as the "Agreement").

2. **SCOPE OF SERVICES:**

It is the intent of the Parking Authority of the City of New Brunswick for the Interim ED to assist the Authority with overall management of the Authority's activities. The ED will assist in accomplishing the following:

- Managing and coordinating the overall activities of the Authority.
- Overseeing the operational, enforcement and financial activities of the Authority.
- Directing, evaluating and give guidance to the Authority's management team.
- Implementing systemic improvements within the city's parking system to achieve its peak utilization, efficiency and user friendliness.
- Working with constituents in addressing parking related matters.
- Design and implement both long and short term strategic planning initiatives.
- Planning and implementing capital improvements.
- Evaluating the feasibility of future parking projects.
- Analyzing 10 year projected financial income statements and implementing necessary changes to ensure financial stability.
- Monitoring both daily and monthly parking occupancy rates and recommending strategies

to address inefficiencies.

- Attending and reporting to commissioners at NBPA board meetings.
- Represent the parking authority at high level meetings with city officials and businesses. .
- Analyzing future debt service obligations and strategically plan revenue enhancements throughout this period.
- Engaging parking structure engineers to assess the structural integrity of all authority parking garages. Reviewing payroll to ensure its integrity.

3. DATA TO BE FURNISHED TO ED: The Authority shall provide the Interim Executive Director with such access to its records, files, and personnel as may be reasonably necessary for the performance of the Executive Director function outlined in this Agreement.

4. AMOUNT OF CONTRACT: The ED will submit bills biweekly to the CFO of the Parking Authority of the City of New Brunswick for the projects authorized by the Board of Commissioners. The biweekly rate shall not exceed the following: One Hundred Fifty Dollars (\$ 150.00) per hour for a maximum of 24 hours per week. Any payment of additional hours needs to be approved by the Chairman of Authority Board of Commissioners.

5. TERM OF CONTRACT: Upon the selection of MK Parking Advisor LLC, by the Board of Commissioners of the Parking Authority of the City of New Brunswick for Interim Executive Director, the term of this Agreement shall be January 1, 2025, through December 31, 2025.

6. PAYMENT SCHEDULE AND SERVICES: In consideration for the above services, the Authority shall pay the Interim ED as follows:

- Payment(s) will be made based upon time submissions provided biweekly by the Interim Executive Director in a format mutually acceptable to the Interim Executive Director and the Board of Commissioners, and payment(s) shall only be payable upon approval of the Chairman, Board of Commissioners.
- The NBPA will supply a parking access card for use at the Gateway Garage at no cost.
- The services under this Agreement shall be performed in the most efficient and economic manner. Any changes to the material terms of this Agreement require approval by the Chairman, Board of Commissioners.
- The Interim Executive Director shall pay all taxes and governmental imposition upon the rendered services, including labor and materials, furnished hereunder.
- Payment generally will be made within seven (7) days following approval of each biweekly time submission. Such approval or payment shall not constitute acceptance or approval of the submission. Late payments shall accrue no interest. Payment shall be made upon satisfactory completion of the services and upon submission of all necessary and appropriate documentation required.

7. LIMITATION OF COSTS: The parties agree that the services to be provided under this

Agreement shall not exceed the amount specified in paragraph 4 above, unless otherwise approved by the Board of Commissioners.

8. **CHANGES AND TERMINATION:** Any changes in the service, compensation, or other terms of the Agreement shall be made by written amendment to this Agreement, signed by the parties hereto. The performance of the service hereunder may be terminated by either party in whole or in part by written notice on sixty (60) days notice. Both parties may terminate this contract without cause upon sixty (60) days written notice.
9. **OWNERSHIP OF INFORMATION AND DATA:** All Authority information or Authority data developed hereunder by the Interim ED shall be the property of the Authority, and the Interim ED shall not use such information or data except for the performance of the services hereunder, without prior written consent of the Authority. This information shall be considered confidential.
10. **CONFLICT OF INTEREST:** Interim Executive Director acknowledges that the nature of the services to be performed requires that Interim Executive Director not have, or appear to have, a conflict of interest with any potentially adversarial party. The Interim Executive Director further agrees that:
 - A. The Interim Executive Director will not accept any assignments, compensation, consideration, or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict, or shall have the appearance of conflicting, with the interests of the Authority relative to the purposes of this Agreement.
 - B. In the event that a conflict or potential conflict of interest arises, the Interim Executive Director shall notify the Authority in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.
 - C. In the event that the Authority received timely notice of an actual or potential conflict, Interim Executive Director and Authority shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Authority has the right to terminate the contract for convenience.
11. **ASSIGNMENT:** Interim Executive Director shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or the right, title, or interest in or to the same or any part thereof without prior written consent of the Authority endorsed thereon or attached thereto.
12. **SOCIAL SECURITY ACT:** Interim Executive Director shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law that are measured by the wages, salaries, or other remuneration paid to persons employed as or by the Interim Executive Director for work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements that are now or hereafter may be issued or promulgated under said respective laws by all duly authorized state or federal officials; and Interim Executive Director agrees to indemnify and save harmless the Authority from any such contributions or taxes or liability therefor.
13. **INTEGRATED AGREEMENT:** This Agreement constitutes the entire agreement of the

parties. No prior agreements or understandings, or oral modifications or representations, are enforceable unless reduced to written form, signed by both parties, and thus incorporated herein by amendment prior to performance of the affected service.

14. GOVERNING LAW: This Agreement shall be governed by and interpreted pursuant to the laws of the United States and the State of New Jersey as appropriate, notwithstanding any provision of such laws relating to jurisdiction.
15. NO ADVANCE PAYMENT: No payments may be made in advance of services pursuant to N.J.S.A.40A:5-16.
16. TERMINATION: In the event of termination by the Authority provided herein, the Interim Executive Director shall receive full compensation for any services rendered, or any disbursements, costs, or expenses incurred under this Agreement up to the date set forth in written notice of said termination. Interim Executive Director's work product shall be submitted to the Authority upon demand at the termination of the Agreement.
17. WAIVER AND AMENDMENTS: Any provisions of the Agreement for services may be waived or amended upon agreement in writing signed by the parties hereto, subject to approval by the Board of Commissioners.
18. COUNTERPARTS: This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same document.
19. PAY TO PLAY REQUIREMENT: The Interim ED is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A 19:44A-20, 13 (P.L. 2005, c:2712,s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Interim Executive Director's responsibility to determine if filing is necessary. Additional information on this requirement is available from BLEC at 888-313-3532 or at . By executing this Agreement, MK Parking Advisor LLC, certifies that it has neither made nor will make a prohibited contribution in violation of any applicable federal or state laws, City of New Brunswick ordinances, or applicable executive orders. Any such failure to comply shall constitute a breach of the Agreement.

IN WITNESS WHEREOF, the parties hereto, fully understanding and intending to be bound by this Agreement, have freely signed and entered into this Agreement effective the 1st day of January 2024.

By: Kevin McTernan

Kevin McTernan

Chairman, Board of Commissioners

Parking Authority of the City of New
Brunswick

By: Mitchell Karon

Mitchell Karon

MK Parking Advisor LLC.