

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this day of January, 2024, between, the **NEW BRUNSWICK PARKING AUTHORITY**, an authority with offices located at 106 Somerset Street, 6th Floor, New Brunswick, New Jersey (hereinafter, “Client”) and **RAINONE COUGHLIN MINCHELLO, LLP**, a Limited Liability Partnership of the State of New Jersey with offices located at (collectively, “**RCM**”),

WITNESSETH:

WHEREAS, the **NEW BRUNSWICK PARKING AUTHORITY** requires the services of Special Counsel; and

WHEREAS, **RAINONE COUGHLIN MINCHELLO, LLP** is capable of and willing to perform such services; and

WHEREAS, it is the intention of the parties to this Agreement that neither the firm of **RAINONE COUGHLIN MINCHELLO, LLP** nor its attorneys be considered an employee of the **NEW BRUNSWICK PARKING AUTHORITY**, but rather as providing legal services under contract.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **SCOPE OF SERVICES.** **RAINONE COUGHLIN MINCHELLO, LLP** agrees to provide all of the necessary and proper legal services as required by the **NEW BRUNSWICK PARKING AUTHORITY** to perform the duties and obligations of Labor Counsel and as may be assigned by the **NEW BRUNSWICK PARKING AUTHORITY** (collectively, the “Legal Services”), and shall do, perform and carry out the Legal Services in a satisfactory and proper manner.

2. **COMPENSATION.**

Hourly Billable Rate – All legal services shall be billed by RCM at an hourly rate of \$175.00 per hour. These services include, but are not limited to, any and all activities performed on litigated matters (i.e. cases filed in State, Federal or Administrative Law Courts); any and all activities performed with regard to duties as Labor Counsel; any and all activities performed in at the request of the Mayor and Council.

3. **TERM OF AGREEMENT.** Legal Services under this Agreement shall be performed for the period commencing on January 1, 2024, and ending on December 31, 2024.

4. **BILLING.** The compensation referred to in Paragraph 2 above shall be payable on a monthly basis upon submission of an appropriate voucher accompanied by a statement to **NEW BRUNSWICK PARKING AUTHORITY** setting forth the Legal Services rendered during the period. RCM makes every effort to ensure accurate billings. However, recognizing that inadvertent errors may occur, **NEW BRUNSWICK PARKING AUTHORITY** shall review all bills promptly upon receipt and bring any billing issues to the attention of RCM for prompt review so that any errors may be addressed.

5. **PROFESSIONAL LIABILITY INSURANCE.** RCM shall maintain professional liability coverage (malpractice coverage) in the minimum amount of \$1,000,000/\$2,000,000.

6. **CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.** For all periods relevant to this Agreement, RCM has and shall continue to comply with [P.L. 2004, c. 19; P.L 2005, c. 51; P.L. 2005, c.271] and the **NEW BRUNSWICK PARKING AUTHORITY** to Play Ordinance. RCM acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A.

19:44A-20.13 (P.L. 2005, c.271, §3) if RCM receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of RCM to determine if filing is necessary, and additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7. **AFFIRMATIVE ACTION.** 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.

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. **APPROVING RESOLUTION INCORPORATED.**

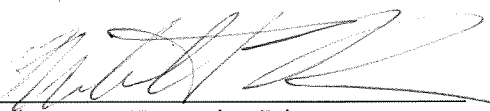
This Agreement is subject to the approval, by resolution, of **NEW BRUNSWICK PARKING AUTHORITY** is hereby incorporated herein by reference, as if set forth at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the
day and year first written above.

ATTEST:

NEW BRUNSWICK PARKING AUTHORITY

Date:



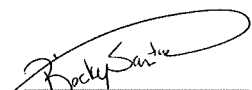
Mitch Karon, Executive Director

Date:

Date:

WITNESS:

RAINONE COUGHLIN MINCHELLO, LLP



Becky Santangelo
Office Manager



David L. Minchello, Esq.

Date: