

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 08901 and **DAVID L. MINCHELLO, ESQ.** of the firm of **RAINONE COUGHLIN MINCHELLO, LLP**, a Limited Liability Partnership of the State of New Jersey with offices located at 555 U.S. Highway One South, Suite 404, Iselin, New Jersey 08830.

WITNESSETH:

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

WHEREAS, and **DAVID L. MINCHELLO, ESQ.** of the firm of **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** 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.

DAVID L. MINCHELLO, ESQ. 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 General 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. **DAVID L. MINCHELLO, ESQ.** may perform Legal Services personally or may delegate performance to any other licensed attorneys at the firm, and all such Legal Services shall be performed under his supervision.

2. COMPENSATION.

A. Retainer. All Legal Services for the performance of duties of the General Counsel shall be billed at a flat rate of \$4,000.00 per month. The services covered under this retainer shall be attendance at all meetings; telephone calls and/or correspondence with any member of the New Brunswick Parking Authority; review and/or drafting of contracts; review and/or drafting of Resolutions; and drafting of any legal opinions required by the New Brunswick Parking Authority.

B. Hourly Billable Rate (Special Counsel Services) – All legal services not specifically enumerated in the duties specified under Section A (Retainer) shall be billed by Rainone Coughlin Minchello at an hourly rate of \$175.00 per hour as special counsel services. 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).

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 the Client setting forth the Legal Services rendered during the period. Rainone Coughlin Minchello makes every effort to ensure accurate billings. However, recognizing that inadvertent errors may occur, the Client shall review all bills promptly upon receipt and bring any billing issues to the attention of Rainone Coughlin Minchello for prompt review so that any errors may be addressed.

5. PROFESSIONAL LIABILITY INSURANCE.

Rainone Coughlin Minchello shall maintain professional liability coverage (malpractice coverage) at the minimum amount of \$1,000,000.

6. 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.

7. **APPROVING RESOLUTION INCORPORATED.**

This Agreement is subject to the approval, by resolution, of **THE 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 above written.

ATTEST:

NEW BRUNSWICK PARKING AUTHORITY

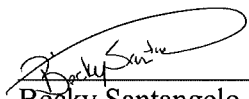

Mitch Karon, Executive Director

Date:

Date:

WITNESS:

RAINONE COUGHLIN MINCHELLO



Becky Santangelo
Office Manager



David L. Minchello, Esq.

Date:

Date: