

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 1st day of October, 2019, between, **THE TRENTON PARKING AUTHORITY**, a body corporate and politic of the State of New Jersey with offices located at 16 East Hanover Street, Trenton, NJ (hereinafter, "Client") and **CARLIN & WARD, P.C.**, a Professional Corporation of the State of New Jersey with offices located at 25B Vreeland Road, Florham Park, NJ 07932 ("Carlin & Ward"),

WITNESSETH:

WHEREAS, the Trenton Parking Authority ("TPA") requires the services of General Counsel; and

WHEREAS, **CARLIN & WARD** is capable of and willing to perform such services; and

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

1. **SCOPE OF SERVICES** **CARLIN & WARD** agrees to provide all of the necessary and proper legal services as required by **TPA** to perform the duties and obligations of General Counsel and as may be assigned by **TPA** (collectively, the "Legal Services"), and shall do, perform and carry out the Legal Services in a satisfactory and proper manner. **MICHAEL J. ASH, ESQ.** may perform the 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/her supervision. The duration of this professional services agreement shall be from October 1, 2019 through September 30, 2020.

2. COMPENSATION.

A. Hourly Rate(s). All Legal Services shall be billed to TPA at the following hourly rates(s):

\$ 200.00 for Partners and Associates of the Firm and

AND

\$ 125.00 for Paralegals of the Firm;

\$75.00 for Law Clerks of the Firm.

B. Reimbursement Costs. Carlin & Ward shall be reimbursed in accordance with the July 2019 proposal:

1) TRAVEL TIME: Travel time during which legal work is being undertaken on behalf of the client will be billed at the hourly rate for attorneys, above. Other travel time will be billed at \$100.00 per hour.

2) MILEAGE, TOLLS AND PARKING: Mileage will be reimbursed at \$0.58 per mile and the cost of tolls and parking shall be reimbursed at cost.

3) REIMBURSABLE EXPENSES

Photocopies	\$.30 per page;
Faxes	\$.25 per page
Printing	\$.10 per page;
Color Copies	\$.65 per page
CD Copy	\$5.00;
DVD Copy	\$10.00

3. 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 TPA setting forth the Legal Services rendered during the period. Carlin & Ward makes every effort to ensure accurate billings. However, recognizing that inadvertent errors may occur, TPA shall review all bills promptly upon receipt and

bring any billing issues to the attention of Carlin & Ward for prompt review so that any errors may be addressed.

4. **PROFESSIONAL LIABILITY INSURANCE.** Carlin & Ward shall maintain professional liability coverage (malpractice coverage) in the minimum amount of \$1,000,000/\$2,000,000 and submit proof of coverage to TPA.

5. **CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.** For all periods relevant to this Agreement, Carlin & Ward has and shall continue to comply with [P.L. 2004, c. 19; P.L. 2005, c. 51; P.L. 2005, c.271] and [local ordinance, if applicable]. Carlin & Ward 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 Carlin & Ward receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Carlin & Ward 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.

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 PARKING AUTHORITY and 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:

THE TRENTON PARKING AUTHORITY



WITNESS:

CARLIN & WARD, P.C.



N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES CONTRACTS
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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. The contractor 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.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has 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 the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its 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.

In conforming with the applicable employment goals, the contractor or subcontractor 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, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).