

PARKING CONSULTANT AGREEMENT

THIS AGREEMENT for consulting services ("Agreement") is made and entered in as of this 25 day of May, 2017 (the "Effective Date") by and between the TRENTON PARKING AUTHORITY, a municipal corporation ("TPA"), having an address of 110-116 N Warren Street, Trenton, NJ 08608 and NEXUS PARKING SYSTEMS, LLC, a New Jersey limited liability company ("Nexus"), having an address of One Brunswick Circle, Lawrenceville NJ 08648 and is made with reference to the following:

RECITALS

WHEREAS, the TPA is a municipal corporation duly organized and validly existing under the laws of the State of New Jersey with the power to carry on its business as it is now being conducted under the statutes of the State of New Jersey and the ordinances of the City of Trenton;

WHEREAS, TPA desires to engage Nexus to provide advisory and consultant services to assist in overseeing all parking operations;

WHEREAS, Nexus possesses the skill, experience, ability, background and knowledge to provide the services described in this Agreement; and

WHEREAS, TPA has solicited and received a proposal from Nexus, has reviewed the previous experience and evaluated the expertise of Nexus, and desires to retain Nexus to render advisory, consultant and management services under the terms set forth in this Agreement; and

NOW, THEREFORE, it is mutually agreed between the undersigned parties as follows:

1. **TERM.** The term of this agreement shall commence on the Effective Date, and shall terminate on April 30, 2018.
2. **SERVICES TO BE PERFORMED.** TPA and Nexus acknowledge that the above recitals are true and correct and are hereby incorporated by reference into this Agreement. Nexus shall perform all of the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work").
3. **COMPENSATION OF NEXUS.** TPA shall pay Nexus for the Services at the rate of Sixty Five Dollars (\$65.00) per hour or proportionate part thereof in one-half hour increments, with a maximum of thirty (30) hours per week. Nexus shall submit monthly invoices to TPA describing the Work performed the preceding month. If additional expenses are incurred in connection with its performance of the Work, except for ordinary business expenses and overhead, they will be invoiced on the monthly invoice. TPA shall pay Nexus no later than thirty (30) days after being invoiced.
4. **PROJECT MANAGER.** Nexus shall designate a Project Manager, who shall be responsible for assisting TPA in overseeing all parking operations. Nexus has designated James Romano to be its Project Manager. Nexus may remove or reassign the Project Manager at its discretion upon thirty (30) days advance notice to TPA.

5. TPA RESPONSIBILITIES. To assist Nexus in the execution of its responsibilities under this Agreement, TPA agrees to provide access to and upon request of Nexus all relevant information and materials as be necessary for Nexus to perform the Work.

6. HOLD HARMLESS. To the fullest extent permitted by law, Nexus agrees to indemnify and hold TPA harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from their own gross negligent acts. To the fullest extent permitted by law, TPA shall indemnify and hold Nexus harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs for any and all incidents arising from TPA's operation of TPA's parking facilities. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided.

7. INDEPENDENT CONTRACTOR. It is understood that TPA retains Nexus on an independent contractor basis and Nexus is not an agent or employee of TPA. The manner and means of conducting the Work are under the control of Nexus. Anything in this Agreement that may appear to give TPA the right to direct NEXUS as to the details of the performance of the Work or to exercise a measure of control over Nexus shall mean only that Nexus shall follow the desires of TPA with respect to the results of the Services.

8. COOPERATION. TPA and Nexus agree to work closely and cooperate fully with each other.

9. INSURANCE. Prior to the commencement of Work, TPA and Nexus shall each obtain, provide and maintain at their own expense during the term of this Agreement polices of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit B, and incorporated herein by reference.

10. NOTICES. All notices demands, requests or approvals, including any change in mailing address to be given under the terms of this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first class mail, addressed as hereinafter provided.

If to TPA:

Andrew Worek, Chairman
Trenton Parking Authority (TPA)
110-116 N Warren Street
Trenton, New Jersey 08608

If to Nexus:

Michael Ciesielka, President
Nexus Parking Systems, LLC
One Brunswick Circle
Lawrenceville, NJ 08648

11. **TERMINATION.** In the event that either party refuses to perform any of the provisions of this Agreement at the time and manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of five (5) calendar days, or if more than five (5) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within five (5) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement by giving the defaulting party written notice thereof.

12. **WAIVER.** A waiver by either party of a breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein, whether of the same or a different character.

13. **INTEGRATED CONTRACT.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

14. **CONFLICTS OR INCONSISTENCIES.** In the event that there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

15. **INTERPRETATION.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

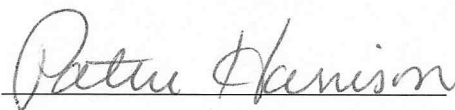
16. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

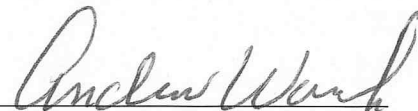
17. **CONTROLLING LAW AND VENUE.** The laws of the State of New Jersey shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be brought in the Superior Court of New Jersey, Mercer County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

WITNESS or ATTEST

TRENTON PARKING AUTHORITY



BY: 

WITNESS or ATTEST

NEXUS PARKING SYSTEMS, LLC
A New Jersey limited liability company

BY: _____

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided to the Trenton Parking Authority

1. Review and approve employee schedules created by office manager.
2. Provide and review contractor quotes for required services such as; concrete repairs, repainting, snow removal, etc....
3. Review and authorize all daily and monthly deposits created by collection manager and back office staff.
4. Prepare required monthly reports for corporate headquarters.
5. Provide recommendations to increase customer service and reduce complaints.
6. Review shut-off list of monthly customers who did not make payment.
7. Deactivate monthly customers who have not made their payment.
8. Assist TPA management how Nexus best practices to handle disciplinary actions or emergency call outs.
9. Identify PCI Compliance Issues and Recommendations
10. Parking Revenue Control Systems (PARCS) Evaluation
11. Merchant Account and Credit Card Payment Analysis
12. Network and Computer System Infrastructure Analysis
13. Website and Marketing Analysis
14. Mobile Payment Analysis and Recommendations
15. Signage Evaluation and Recommendations

Notwithstanding the above advisory/consulting services being provided by Nexus Parking Systems, LLC, the Trenton Parking Authority shall remain responsible for the operation of the parking facilities.

EXHIBIT B

INSURANCE REQUIREMENTS

For Trenton Parking Authority

TPA shall be and remain responsible for the procurement of Property Insurance, at its own expense including coverage and limits acceptable to TPA. Nexus shall have no liability and no obligation for the review, implementation, payment or maintenance of Property coverage.

TPA will also maintain and procure, at its own expense, the following additional coverage, at the minimum policy limits specified below, in a form and from insurers acceptable to TPA and Nexus. All insurers shall have at least an A- VII rating by A.M. Best.

Commercial General Liability Insurance

\$1,000,000	Each Occurrence Limit (Bodily Injury and Property Damage)
\$2,000,000	General Aggregate Per Location
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury Limit

Commercial General Liability shall provide a defense and indemnify and shall be specifically endorsed to name Nexus Parking Systems, LLC and any and all of their affiliates as Additional Insured, on a primary and non-contributory basis. It is expressly understood by the parties to this contract that it is the intent of the Parties that any insurance obtained by Nexus Parking Systems, LLC and any and all of their affiliates is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by TPA.

Owned (when applicable), Hired and Employers Non Ownership Automobile Liability Insurance

\$1,000,000	Combined Single Limit Per Accident
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Garagekeepers Legal Liability:

\$1,000,000	Limit Per Accident
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Excess or Umbrella Liability (Following Form on Commercial General Liability, Automobile Liability, Garagekeepers Legal and Employers Liability)

\$5,000,000	Occurrence / Aggregate
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Worker's Compensation and Employers Liability Insurance

\$ 1,000,000	Each Accident
\$ 1,000,000	Each Employee for Injury by Disease

\$ 1,000,000 Aggregate for Injury by Disease

TPA shall also maintain **Fidelity (Crime) coverage**, including but not limited to Employee Theft, Money and Securities, Wire Transfer Fraud and Computer Fraud, covering all employees of TPA who have access to or are responsible for the handling of TPA's funds, in such amounts as TPA shall deem advisable but in no event less than \$500,000

TPA will submit a Certificate of insurance, providing proof of the above mentioned policies and coverages, to Nexus Parking Systems, LLC, before the inception of this agreement, which shall provide thirty (30) days' written notice to Nexus Parking Systems, LLC for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to Nexus Parking Systems, LLC upon request.

For Nexus Parking Systems, LLC

Nexus shall maintain the following coverages throughout the term of this agreement:

Comprehensive General Liability, at a combined single limit of not less than \$5,000,000 for Bodily Injury and Property Damage.

Professional Liability at a limit of not less than \$1,000,000 Per Claim and \$1,000,000 in the Aggregate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Borden Perlman Salisbury & Kelly 250 Phillips Blvd Suite 280 Ewing, NJ 08618	CONTACT NAME: Abbie Douglas PHONE (A/C, No, Ext): (609) 512-2912 115 E-MAIL ADDRESS: adouglas@bordenperlman.com	FAX (A/C, No): (609) 895-1468
	INSURER(S) AFFORDING COVERAGE	
INSURED Trenton Parking Authority 16 E Hanover Street Trenton, NJ 08608	INSURER A: Charter Oak Fire Insurance Co	NAIC # 25615
	INSURER B: Phoenix Insurance Company	NAIC # 25623
	INSURER C: Travelers Indemnity Company	NAIC # 25658
	INSURER D: Travelers Indemnity Company of CT	NAIC # 25682
	INSURER E: Travelers Indemnity of America	NAIC # 25666
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ZLP41M35414	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJ	<input type="checkbox"/> LOC				
	OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA5684B618	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP15S97428	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7345N295	07/01/2016	07/01/2017	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garagekeepers Legal			BA5684B618	07/01/2016	07/01/2017	Per Accident 1,000,000
E	Crime Coverage			660436M2580	07/01/2016	07/01/2017	*See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nexus Parking Systems LLC is named additional insured, under general liability only, as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

CERTIFICATE HOLDER Nexus Parking Systems LLC Attn: Michael A. Ciesielka 1333 Brunswick Avenue, Suite 200 Lawrenceville, NJ 08648	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Crime - Employee Theft Per Loss Coverage	CRM	CR T0 22	07 02
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$250,000			\$250	Dollars
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Crime - Forgery Or Alteration	CRM	CR T0 22	07 02
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$10,000			\$250	Dollars
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Crime - Inside The Premises Theft Of Money And Securities Of Other Property	CRM	CR T0 22	07 02
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$10,000			\$250	Dollars
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Crime - Inside The Premises Robbery Or Safe Burglary	CRM	CR T0 22	07 02
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$10,000			\$250	Dollars
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Crime - Outside The Premises	CRM	CR T0 22	07 02
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$10,000			\$250	Dollars
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
	Crime - Computer Fraud	CRM	CR T0 22	07 02
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
\$100,000			\$1,000	Dollars
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				