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AGREEMENT

THIS AGREEMENT, made and entered by and between the **CITY OF ATLANTIC CITY**, a Municipal Corporation of the State of New Jersey, 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter "**CITY**" and **INSTITUTE FOR FORENSIC PSYCHOLOGY**, 5 Fir Court Suite 2, Oakland, New Jersey 07436; and

WHEREAS, the City requires the services of **INSTITUTE FOR FORENSIC PSYCHOLOGY** to perform **PSYCHIATRIC EVALUATIONS FOR APPLICANTS AND FOLLOW-UP EXAMINATIONS FOR THE ATLANTIC CITY POLICE DEPARTMENT**; and

WHEREAS, **INSTITUTE FOR FORENSIC PSYCHOLOGY** has the necessary qualifications and expertise to perform such services for the City;

NOW, THEREFORE, pursuant to Resolution No. 214 approved April 12, 2017 the parties agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

City employs **INSTITUTE FOR FORENSIC PSYCHOLOGY TO PERFORM PSYCHIATRIC EVALUATIONS FOR APPLICANTS AND FOLLOW-UP EXAMINATIONS FOR THE ATLANTIC CITY POLICE DEPARTMENT**; and

**SECTION TWO
CONTRACT PERIOD**

City retains the services of **INSTITUTE FOR FORENSIC PSYCHOLOGY** for a period of (1) year commencing on May 1, 2017 and ending April 30, 2018. Services will be rendered as requested by the Human Resources Department during the contract period.

**SECTION THREE
FEES**

The aggregate amount of this contract shall not exceed **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**

SECTION FOUR ASSIGNMENT

INSTITUTE FOR FORENSIC PSYCHOLOGY cannot assign his rights or obligations under this Agreement without the prior written consent of the City. **INSTITUTE FOR FORENSIC PSYCHOLOGY** may employ (at his expense) additional mental health professionals to provide these services. Such personnel will be limited to board certified psychiatrists, licensed psychologists or licensed clinical social workers with **INSTITUTE FOR FORENSIC PSYCHOLOGY** will assume the ultimate responsibility for all services

SECTION FIVE BILLING PROCEDURE

INSTITUTE FOR FORENSIC PSYCHOLOGY shall submit to the Human Resources Department itemized billing by the 15th of the month following the month in which any authorized services are rendered. Billings shall be paid by the City, upon the approval of the Atlantic City Police Department Granting and Budgeting- 4th Floor, Atlantic City, New Jersey 08401

All billings shall be in itemized form. The billings shall provide such detail as the Human Resources Department requires, including but not limited to the setting forth in detail of the date of the services provided, the nature of the services, the name of the doctor providing the service, and the time expended in providing the service.

Payment for the specified services, furnished, and accepted as described above, shall be made within THIRTY (30) DAYS after the Doctor has submitted a bill based upon the total price set forth in this Agreement.

**SECTION SIX
CONFIDENTIALITY**

All matters assigned to **INSTITUTE FOR FORENSIC PSYCHOLOGY** shall be handled in accordance with the usual standard of confidentiality under the Code of Professional Conduct. **INSTITUTE FOR FORENSIC PSYCHOLOGY** shall make no public comment on cases or matters in **INSTITUTE FOR FORENSIC PSYCHOLOGY** care. **INSTITUTE FOR FORENSIC PSYCHOLOGY** shall report on the conduct, status, prospects, and recommended resolution of all matters directly and exclusively to the Human Resources Department or his/her delegate, except as otherwise directed in writing by the Mayor, Business Administrator, or as required by the Code of Professional Conduct.

**SECTION SEVEN
CONFLICT OF INTEREST**

INSTITUTE FOR FORENSIC PSYCHOLOGY shall not, while representing the City, file any suit on behalf of anyone against the City, nor represent anyone before the City on any of its boards or agencies.

**SECTION EIGHT
TERMINATION**

The City Solicitor shall have the right to terminate this Agreement at any time at his sole discretion. In the event of said termination **INSTITUTE FOR FORENSIC PSYCHOLOGY** shall be entitled to the amount due for services rendered up to the date of termination. In the event of said termination of **INSTITUTE FOR FORENSIC PSYCHOLOGY** payment for his specified services shall be made as described in Section 5 above.

**SECTION NINE
CERTIFICATION OF COMPLIANCE**

INSTITUTE FOR FORENSIC PSYCHOLOGY represents that he is in compliance with all the laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement. Failure to continue in compliance shall be deemed a breach of this Agreement.

**SECTION TEN
LAW TO GOVERN CONTRACT**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey and the City of Atlantic City. Any dispute arises under this agreement shall be initiated in courts of Atlantic County and no other.

**SECTION ELEVEN
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind shall be binding only if in writing signed by each party or an authorized representative of each party.

**SECTION TWELVE
MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

The vendor acknowledges that he/she cannot commence or continue to represent the City or any named individual or incur any expenses that would cause the contract amount to be exceeded without first receiving prior written authorization from the City Solicitor. Additionally, the City requires a 30 day notice including a case status report setting forth an estimate of the fees and costs anticipated whenever a request is made for a Change Order that would cause the contract amount to be exceeded.

Further, the City will not accept invoices representing expenses that were performed or incurred outside or beyond the contract end date.

Any work not specifically authorized may be rejected for payment at the discretion of the City.

**SECTION THIRTEEN
CONTRACT TITLES**

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**SECTION FOURTEEN
EFFECT OF ILLEGALITY**

If any provision of this agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

**SECTION FIFTEEN
INSURANCE**

Without limiting the foregoing, **INSTITUTE FOR FORENSIC PSYCHOLOGY** shall, at his own expense, maintain during his performance under this Agreement insurance policy or policies, written with an insurance company or joint insurance fund currently admitted in New Jersey, in at least the following types and amounts:

- | | | |
|-----|--|-----------------------|
| (a) | Workers Compensation | Statutory |
| (b) | Professional Liability
including coverages
for acts or Errors
and omissions | \$500,000/\$1,000,000 |

**SECTION SIXTEEN
WAIVER AND RENUNCIATION**

No waiver or renunciation by either party to this agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

**SECTION SEVENTEEN
STATUS OF INSTITUTE FOR FORENSIC PSYCHOLOGY**

It is expressly understood and agreed by and between the parties hereto that the status of **INSTITUTE FOR FORENSIC PSYCHOLOGY** and its employees, officers, and agents shall be that of independent **INSTITUTE FOR FORENSIC PSYCHOLOGY**. It is not intended, nor shall it be construed, that **INSTITUTE FOR FORENSIC PSYCHOLOGY** or any of his employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

**SECTION EIGHTEEN
BINDING**

This agreement shall be binding upon the heirs, assigns, and/or successors in right, title or interest of the parties to the Agreement.

**SECTION NINETEEN
PAY TO PLAY**

The Vendor must comply with "Local Unit Pay-to-Play (P.L. 2004, c.19, as amended by P.L. 2005, C.51) and City of Atlantic City Ordinance No. 11 of 2011 establishing that business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Atlantic City

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF THE MAYOR'S SIGNATURE.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei
**PAULA GELETEI
CITY CLERK**

Donald A. Guardian
**DONALD A. GUARDIAN
MAYOR**

DATE: 5/17/17

WITNESS:

INSTITUTE FOR FORENSIC PSYCHOLOGY

Matthew Guller

Matthew Guller

Date: 5/19/17

Matthew Guller
(Please Print Name Above)

The within Agreement approved as to form and execution.

Date: 5-16-17

By: Michael Perugini
**MICHAEL PERUGINI, ESQ.
DEPUTY CITY SOLICITOR**

STATE OF New Jersey)

) ss. 22-3495735

COUNTY OF Bergen)

I CERTIFY that on May 9, 2017,
Olivia Hall, the Secretary or Assistant Secretary of the Corporation, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary or assistant secretary of The Institute for Forensic Psychology
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

[Signature]
Secretary or Asst. Secretary

May 9th, 2017

Wendy Marie Cianciaruso
Notary Public of New Jersey
(Seal attached)

WENDY MARIE CIANCARUSO
Commission # 2437652
Notary Public, State of New Jersey
My Commission Expires
August 21, 2018

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality 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, gender identity or expression, disability, nationality 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 any 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, gender identity or expression, disability, nationality 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, gender identity or expression, disability, nationality 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company Name: The Institute for Forensic Psychology

Name: Matthew Guiler

Title: President

Signature: 

Date: 5/9/17

Resolution of the City of Atlantic City

No. 214

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Deputy City Solicitor /s/ Michael J. Perugini

Chief Henry White, ACPD

Prepared by City Solicitor's Office

Council Members RANDOLPH & GILLIAM present the following Resolution:

RESOLUTION FOR THE PROFESSIONAL SERVICES OF THE INSTITUTE FOR FORENSIC PSYCHOLOGY

WHEREAS, the City of Atlantic City requires the services of the **INSTITUTE FOR FORENSIC PSYCHOLOGY FOR PSYCHIATRIC EVALUATIONS FOR APPLICANTS AND FOLLOW-UP EXAMINATIONS FOR THE ATLANTIC CITY POLICE DEPARTMENT**; and

WHEREAS, that this Contract is awarded pursuant to the Fair and Open Process in accordance with the Pay to Play Law (N.J.S.A. 19:44A-20.4 et seq.).

WHEREAS, **INSTITUTE FOR FORENSIC PSYCHOLOGY** has completed and submitted a Business Entity Disclosure Certification which certifies that **INSTITUTE FOR FORENSIC PSYCHOLOGY**, has not made any reportable contributions to a political or candidate committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will prohibit **INSTITUTE FOR FORENSIC PSYCHOLOGY** from making any reportable contributions through the term of the contract, and

WHEREAS, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is duly authorized to execute and the City Clerk to attest an agreement with **INSTITUTE FOR FORENSIC PSYCHOLOGY** commencing May 1, 2017 for a period of (1) year ending April 30, 2018 for a total sum not to exceed **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** to be approved as to form and execution by the City Solicitor, which contract shall set forth more specifically the services to be performed; and

BE IT FURTHER RESOLVED from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from the 2017 Budgets, Account No. 7-01-30-321-000-290 to satisfy the aforesaid award of contract. It is understood that this Agreement is contingent upon the availability of funds in the City's 2017 Budget. In the event said funds are not appropriated for this Agreement, and/or State approval not given, said Agreement shall become null and void.

BE IT FURTHER RESOLVED that Public Notice of this Resolution shall be published in THE PRESS at least once pursuant to the requirements of N.J.S.A. 40A:11-1, et seq., as amended.

SH May 1, 2017 10:50 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.		
CHENG	X						MARSH	X							
DELGADO				X			RANDOLPH	X							
GILLIAM	X				X		SHABAZZ	X							
KURTZ	X						TIBBITT	X					X		
SMALL, PRESIDENT													X		
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second															

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: APRIL 12, 2017

/s/ Paula Geletei, City Clerk