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THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter called "**CITY**", and **JAMES M. RUTALA ASSOCIATES LLC**, with offices located at 717 River Drive, Linwood, New Jersey 08221, hereinafter called "**CONSULTANT**", pursuant to Resolution No. 408 adopted by the Council of the **CITY** on July 11, 2017, a copy of which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, there exists a need for the purchase of services of a **GRANT CONSULTANT SERVICE**.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and agreeing to be bound, the **CITY** for itself and its successors, and **JAMES M. RUTALA ASSOCIATES, LLC**, for itself, its successors and assigns, hereby agree as follows:

**SECTION ONE
DEFINITIONS**

Whenever in this Agreement the term "**CITY**" is used or a pronoun in its place, it shall mean and intend the **CITY OF ATLANTIC CITY** and/or Mayor of the **CITY OF ATLANTIC CITY**; wherever the term "**COUNCIL**" is used or a pronoun in its place, it shall mean and intend the governing body of Atlantic City; wherever the term "**CONSULTANT**" or a pronoun in its place is used, the term shall refer to and mean **JAMES M. RUTALA ASSOCIATES, LLC**.

**SECTION TWO
SCOPE OF WORK**

CONSULTANT will provide **GRANT CONSULTING SERVICES** in good faith and in accordance with generally accepted grant writing principles and in accordance with **CONSULTANT'S** Statement of Qualifications attached hereto. In the event of any conflict before the terms and conditions of this agreement and attached Qualifications this agreement shall take precedence.

**SECTION THREE
CONTRACT PRICE**

The **CITY** shall pay **CONSULTANT** for the **GRANT CONSULTING SERVICES** not to exceed a total sum of **SIXTY THOUSAND DOLLARS (\$60,000.00)**. **CONSULTANT** agrees to provide such consulting services at a rate of **ONE HUNDRED AND THIRTY FIVE DOLLARS (\$135.00) PER HOUR**.

**SECTION FOUR
COSTS OF ACTION**

All costs in connection with the services to be provided by **CONSULTANT** under this Agreement shall not be incurred without the prior approval of the Business Administrator. Specifically excluded is mileage, travel, parking fees, tolls, telephone and meal reimbursement. Duplication costs (photocopying) will be at a rate of ten cents per page.

**SECTION FIVE
PAYMENT METHOD**

Payment for the specified services, furnished, and accepted hereunder, shall be made within **THIRTY (30) DAYS** after the **CONSULTANT** has submitted a monthly invoice/bill based upon the consultants hourly rate and total price set forth in this Agreement, together with a properly executed voucher, to the Comptroller's Office.

**SECTION SIX
CONTRACT PERIOD**

The Contract shall be from July 15, 2017 to July 14, 2018.

SECTION SEVEN ASSIGNMENT

The **CONSULTANT** agrees not to assign or sublet this Agreement, in whole or in part, without the written consent of the **CITY**. **CONSULTANT** cannot assign its rights or obligations under this Agreement without the prior written consent of the **CITY**.

SECTION EIGHT INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless the **City** from and against any claim (including any claim brought by employees of **CONSULTANT**), liability, damage or expense (including attorneys' fees) that such **CITY** may incur relating to, arising out of or existing by reason of (i) **CONSULTANT'S** performance of this Agreement or the conditions created thereby (including the use, misuse or failure of any equipment used by **CONSULTANT** its servants or employees) or (ii) **CONSULTANT'S** breach of this Agreement or the inadequate or improper performance of this Agreement by **CONSULTANT** its servants or employees.

SECTION NINE CERTIFICATION OF COMPLIANCE

CONSULTANT represents that it is in compliance with all 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, and failure to continue in compliance shall be deemed a breach of this Agreement.

SECTION TEN TERMINATION

CITY shall, in its sole discretion, have the right to terminate this Agreement. If, through any cause within the reasonable control of the **CONSULTANT**, the **CONSULTANT** fails to fulfill its obligations under this agreement in a timely and proper manner, the **CITY** shall have the right to terminate the agreement upon written notice to the **CONSULTANT**.

**SECTION FOURTEEN
STATUS OF CONTRACTOR**

It is expressly understood and agreed by and between the parties hereto that the status of the **CONSULTANT** and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the consultant or any of its employees, officers and agents is an employee or officer of the **CITY** for any purpose whatsoever.

**SECTION FIFTEEN
CONFLICT OF INTEREST**

The **CONSULTANT** covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the within Agreement. The **CONSULTANT** further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the **CONSULTANT** or its subcontractors.

**SECTION SIXTEEN
GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey and the Ordinances of the City of Atlantic City.

**SECTION SEVENTEEN
SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any Statutes, Regulations or Ordinances of the State of New Jersey, County of Atlantic, or City of Atlantic City, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**SECTION EIGHTEEN
POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to **JAMES M. RUTALA ASSOCIATES, LLC** based on the merits and abilities of **JAMES M. RUTALA ASSOCIATES, LLC** to provide the goods or services as described herein. **JAMES M. RUTALA ASSOCIATES, LLC** its subsidiaries, assigns or principals controlling in excess of 10% of the company attest that they are not in violation of New Jersey Pay to Play laws N.J.S.A. 19:44A-20.4, et seq. or Election Law Enforcement Commission N.J.S.A. 19:44A-8 or 19:44A-16 that would affect its eligibility to perform this contract. **CONSULTANT** must comply with "Local Unit Pay-to-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c. 51) and City of Atlantic 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;

**SECTION NINETEEN
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.

CONSULTANT acknowledges that he/she cannot commence or continue to provide professional services to 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 Business Administrator. 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 time and 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.

The within Agreement is effective as of the date of the Mayor's signature.

IN WITNESS WHEREOF, the CITY has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and the CONSULTANT has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei
Paula Geletei, City Clerk

BY: Donald A. Guardian
Donald A. Guardian, Mayor

Date: 8/8/17

WITNESS:

JAMES M. RUTALA ASSOCIATES, LLC.

Diana Rutala
Secretary

BY: James M. Rutala

The within Agreement approved as to form and execution.

Date: 8-4-17

By: Michael J. Perugini
Michael J. Perugini, Esq.
Deputy City Solicitor

STATE OF)
) ss.
COUNTY OF)

I CERTIFY that on August 4, 2017, personally came before me JAMES M. RUTALA, a principal of the Limited Liability Corporation, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is a principal of RUTALA ASSOCIATES
(the limited liability corporation named in this document);
- (b) this person has the power and authority to sign this document on behalf of the limited liability corporation;
- (c) this document was signed and delivered by the limited liability corporation as its voluntary act duly authorized by a proper action of the principals of the limited liability corporation; and
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

James M. Rutala
Principal

8-4-, 2017

Mary Cole

Notary Public of
(Seal attached)

MARY F COLE

NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/22/2018

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, race, 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: LUTAW ASSOCIATES

Name: JAMES M. LUTAW

Title: PRINCIPAL

Signature: James M. Lutaw

Date: 8/4/17

Resolution of the City of Atlantic City

No. 408

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

Factual contents certified to by

Deputy City Solicitor /s/Michael J. Perugini

Jason Holt /s/Business Administration

Prepared by City Solicitor's Office

Council Members SMALL & MARSH present the following Resolution:

RESOLUTION FOR JAMES M. RUTALA ASSOCIATES, LLC FOR GRANT CONSULTING SERVICES

WHEREAS, the City of Atlantic City has a need to retain professional services for a **GRANT CONSULTANT SERVICES** to perform **GRANT CONSULTING SERVICES** for the **CITY OF ATLANTIC CITY** as a Fair and Open Process in accordance to N.J.S.A. 19:44-A 20.4; and

WHEREAS, **JAMES M. RUTALA ASSOCIATES** has completed and submitted a Business Entity Disclosure Certification which certifies that **JAMES M. RUTALA ASSOCIATES** 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 **JAMES M. RUTALA ASSOCIATES** 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; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest an agreement with **JAMES M. RUTALA ASSOCIATES**, 717 River Drive, Linwood, New Jersey 08221, for the hereinabove purpose, for a term of ONE (1) YEAR commencing July 15, 2017 to July 14, 2018 for a total sum not to exceed Sixty Thousand Dollars (\$60,000.00); thirty thousand dollars (\$30,000.00) from the 2017 budget, and the balance of thirty thousand dollars (\$30,000.00) is contingent upon the passage of the 2018 budget 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 the aforementioned is contingent upon State approval; and
tc August 2, 2017 2:35 PM

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				X	
DELGADO	X						RANDOLPH	X					X
GILLIAM	X						SHABAZZ	X					
KURTZ	X						TIBBITT	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: JULY 11, 2017

/s/ Paula Geletei, City Clerk