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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, 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter "**CITY**", and **OZITUS INTERNATIONAL, INC.**, with offices located at 26 Hamton Court East, Robbinsville, New Jersey, 08691, hereinafter "**CONTRACTOR**", pursuant to Resolution No. 411 adopted by the Council of the City of Atlantic City on July 11, 2017 a copy of which is attached herewith and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

WHEREAS, Contractor will provide **INFORMATION TECHNOLOGY CONSULTING AND SUPPORT SERVICES FOR THE CITY OF ATLANTIC CITY MUNICIPAL BUILDINGS**. The services shall include but are not limited to the following:

1. **Management of IT Services (Director MIS) (AC/PD/FD)**
 - Implement & Deploy appropriate Technological Solutions per Atlantic City's vision
 - Strategic Planning
 - Tactical Planning
 - Introduce & Implement TQM / QA Methodology (Systems Integration & Implementation)
 - Project Management
 - Project Planning & Management
 - Data Processing
 - Vendor Management – Software / Hardware
 - City Website

2. **Sql Programmer**

Custom programming functions, data analysis and ad-hoc reporting.

3. **Project Manager / Subject Matter Expert "Law Enforcement"**
 - Business / Systems Analysis
 - Real-Time Situational Awareness
 - Geospatial Crime Fighting System
 - Police Performance Metrics
 - Management Reporting
 - Operationalize & Streamline Workflow

4. Manager, Technical Services 'Technologies Specialist'

- Technical Support
- Data Center Operations
- Mobile Technology
- State Police, NCIC, AOC Network

5. Sr. Network & System Administrator

To manage LAN / WAN; monitor and manage network e.g. physical and virtual servers supporting 1300+ system users; 40+ physical and 75+ virtual servers.

6. Sr. Computer Technician & Mobile Technology

To manage all mobile devices supporting City's Municipal Buildings, PD and FD operations. To manage desktop workstations, mobile desktop terminals; software installation, operating system and software upgrades; maintain workstation system security connecting to LAN / WAN.

Key responsibilities of various positions filled in by consultants are as follows:

(See Exhibit "A" attached hereto.)

Strategic & Tactical Planning, to provide an oversight, project planning, and monitor quality of work assigned to various teams as per TQM methodology to ensure that corporate objectives and goals outlined by the executive team of Atlantic City.

- To coordinate and manage day-to-day functions supporting IT systems for all municipal buildings.
- Perform custom programming for management reporting and data analysis.
- To provide guidance to law enforcement team e.g. Real-Time Situational Awareness, Geospatial Crime Fighting System, Police Performance Metrics, and further assist to streamline workflow of information reporting and data gathering. (a) Due to the nature of law enforcement operations, it is anticipated that various tasks could be spread over a period of 6 months @ 20 hours./week or the scope of or project could spread over a period of 12 months @ 10hrs./week for 12 months. Contractor shall provide this status at the first monthly meeting with the City to discuss contractors work progress.
- To manage and deploy appropriate fixes and upgrade issues related with the current fragmented technical infrastructure supporting all municipal buildings; provide technical guidance supporting technical infrastructure, data center operations, mobile technology and manage State Police, NCIC and AOC Network.
- To manage LAN / WAN supporting all municipal buildings; monitor and manage current network supporting physical and virtual servers on the network to support applications supporting 1300+ system users; 40+ physical servers and 75+ virtual servers. To monitor and manage network supporting technology for Police Department, State Police NCIC and AOC Network.
- To manage desktop workstations, mobile desktop terminals; software installation, operating system and software upgrades; maintain workstation system security connecting to LAN / WAN. (see also Attachment "A")

**SECTION TWO
CONTRACT PRICE**

The City shall pay to Contractor and Contractor agrees to accept as full and complete consideration for the performance of the aforementioned services as set forth in Section One above and Technological /Applications as attached as **Exhibit "B"** for a sum not to exceed **ONE MILLION DOLLARS (\$1,000,000.00)**, to be paid in (12) equal installments of \$83,333.33. Should the Contractor exceed the total hours as set forth in **Exhibit "A"** then the Contractor shall be paid at an hourly rate of \$100.00 for each hour of pre-approved hours, that have exceeded the total herein.

**SECTION THREE
CONTRACT PERIOD**

The term of the within Agreement shall be for a period of one (1) year commencing **July 15, 2017 to July 14, 2018**.

**SECTION FOUR
PAYMENT METHOD**

The City and Contractor agree that Contractor shall bill his services. Payment to Contractor shall be made upon submission of invoices for payment to the Business Administrator and upon approval by the Business Administrator of such payments; the not to exceed price is inclusive of all expenses and overhead. The invoices submitted shall include an itemized list of matters worked on including hours spent on each matter. Invoices shall be paid within in (30) days of submission.

**SECTION FIVE
CONTRACTOR STATUS**

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

**SECTION SIX
INDEMNIFICATION**

Contractor agrees to indemnify and hold the City harmless from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective or improper materials, furnished and delivered under this Agreement, or by or on account of any act or omission of Contractor, his subcontractors, agents or employees. In case any such action is brought against the City, Contractor shall immediately take charge of and defend same at his own cost and expense. The City may, if it so desires, defend such actions and charge the expense of same to Contractor.

**SECTION SEVEN
AFFIRMATIVE ACTION**

Contractor represents that he is in compliance with all laws of the State of New Jersey, and all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and **Exhibit "C"** 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 EIGHT
ASSIGNMENT**

Contractor cannot assign his rights or obligations under this Agreement without the prior written consent of the City.

**SECTION NINE
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. The Contractor agrees that all employees of the Contractor shall submit to a criminal background check satisfactory to the Business Administrator.

Contractor further agrees to comply with all Federal, State and local Laws, including Regulations and guidelines concerning security policies with respect to administration of computer systems and network infrastructure interfacing directly or indirectly with the State network for the interstate exchange of criminal history/criminal justice information. The City and Contractor shall agree on and develop certain protocols and policies to accomplish compliance with the aforementioned Federal and State Laws, including the Federal Bureau of Investigations Criminal Justice Information Services Security (CJIS Security Policy).

SECTION TEN FULL AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understandings or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION ELEVEN 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 TWELVE POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to **OZITUS INTERNATIONAL, INC.** based on the merits and abilities of **OZITUS INTERNATIONAL, INC.** to provide the goods or services as described herein. This contract was not awarded through a "non-fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq.

As such, the undersigned does hereby attest that, **OZITUS INTERNATIONAL, INC.** its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16 and City Ordinance 11 of 2011, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City Of Atlantic City if a member of that political party is serving in an elective public office of the City Of Atlantic City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City Of Atlantic City when the contract is awarded.

SECTION THIRTEEN 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.

Contractor acknowledges that he/she cannot commence or continue to provide services to the City or incur any expenses that would cause the contract amount to be exceeded without first receiving prior written authorization from the City Business Administrator. Additionally, the City requires a 30 day notice including a 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.

Contractor shall be required to attend monthly meetings to discuss status of the services to be provided and tasks to be performed and the priority of the services/tasks that are to be provided and performed. Monthly meetings shall not be billable hours but should be included in the overall contract price.

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.

IN WITNESS WHEREOF, the City has caused this Contract to be signed by its Mayor, attested by its City Clerk and the Seal of the City to be hereto affixed and Contractor has caused these presents to be executed by his Authorized Representative and attested by his Attorney 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

ATTEST:

OZITUS INTERNATIONAL, INC.

Secretary

Vijay Verma
President

The within Agreement approved as to form and execution.

Date: 8-7-17

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

STATE OF New Jersey)
) ss.
COUNTY OF Atlantic)

I CERTIFY that on July 21, 2017,
VIJAY K. VERMA, 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 OZZTUS INTERNATIONAL INC.
(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

Vijay Verma
Secretary or Asst. Secretary

July 21, 2017

Karen B. Carr
Notary Public of New Jersey
(Seal attached) **KAREN B. CARR**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/27/2018

Position Title	Projected Hours Allocated	Key Responsibilities
Director MIS / Strategic & Tactical Planning	500	Strategic & Tactical Planning, to provide an oversight, project planning, and monitor quality of work assigned to various teams as per TQM methodology to ensure that corporate objectives and goals outlined by the executive team of Atlantic City.
Director MIS	2,000	To coordinate and manage day-to-day functions supporting IT systems for all municipal buildings and to strategize development of internal and external City Web Site.
Sql Programmer	480	Perform custom programming functions, data analysis and management reporting.
Project Manager Special Project - Police Department	500	To provide guidance to law enforcement team e.g. Real-Time Situational Awareness, Geospatial Crime Fighting System, Police Performance Metrics, and further assist to streamline workflow of information reporting and data gathering. Due to the nature of law enforcement operations, it is anticipated that various tasks could be spread over a period of time; example - 6 months @ 20 hrs./week or the scope of project could spread over a period of 12 months @10 hrs./week for 12 months. Workload of tasks associated will be discussed with Chief of Police and appropriate arrangements will be made to adjust hours as needed.
Manager, Technical Support	2,000	To manage and deploy appropriate fixes and upgrade issues related with the current fragmented technical infrastructure supporting all municipal buildings; provide technical guidance supporting technical infrastructure, data center operations, mobile technology and manage State Police, NCIC, AOC Network per CJS compliance guidelines.
Sr. Network / System Administrator	2,000	To manage LAN / WAN supporting all municipal buildings; monitor and manage current network supporting physical and virtual servers on the network to support applications supporting 1300+ system users; 40+ physical servers and 75+ virtual servers. To monitor and manage network supporting mobile technology for Police Department, State Police, NCIC and AOC Network.
Sr. Computer Technician	2,000	To manage desktop workstations, mobile desktop terminals; software installation, operating system and software upgrades; maintain workstation system security connecting to LAN / WAN.
On Call / Public Holidays / Weekly Opreations	520	
Total Allocated Hours (Maximum)	10,000	
<i>Ozitus has the flexibility to supplement staffing resources on a needs basis to meet the challenges and requirements of the City of Atlantic City. All consultants who would be providing the services could be filled in by more than one person based on the skills required to undertake the respective tasks, roles and responsibilities. Also, all consultants will have the ability to work on-site and off-site to optimize utilization of resources and to maximize ROI for the City of Atlantic City</i>		
<i>During the term of this agreement, if there is any change in operational needs of the City of Atlantic City, Ozitus team of professionals will further assist the City of Atlantic City to undertake assessment of needs and requirements, will provide an impact analysis to meet the goals and the objectives of the City of Atlantic City. Ozitus will provide an estimate of resources required on a time and material basis to provide any additional services required i.e. beyond the scope of this agreement.</i>		
		Total Allocated Hours (Maximum) = 10,000
		Total Cost (Yearly) = \$1,000,000
		Total Monthly Billing = \$83,333

**City of Atlantic City
City Hall / Police / Fire
(Punch List - Technical / Applications)**

Exhibit B

Ref	Priority			Security Concern	Location			Description	Category	Current Status
	High	Mid	Low		City Hall	PD	FD			
1	X			X	X	X	X	Offsite Backup	Technical / Systems	- Pending -
2	X			X	X	X	X	Network Monitoring System	Technical	Active
3	X			X	X	X	X	Network Logging (SIEM) setup	Technical	Active
4	X			X	X	X	X	Network Consolidation	Technical	- Pending -
5	X			X		X	X	MPN Setup (Mobile Private Network)	Technical	Active
6	X			X	X	X	X	Full IT asset inventory (Manual and complete)	Asset Management	- Pending -
7	X			X	X	X	X	Penetration testing (security of network)	Technical	- Pending -
8	X			X	X			Server Room Surveillance	Technical	- Pending -
9	X			X		X		CJS Internal Audit	Technical	- Pending -
10	X			X	X	X	X	Rapid Recovery Setup (backup & DR)	Technical	Active
11		X		X		X		Downgrade of Windows 10 machines	Technical	- Pending -
12		X		X	X	X	X	BYOD solution implementation	Technical	- Pending -
13		X		X			X	Fire Department data closet mitigation (move to City Hall)	Technical	- Pending -
14		X		X	X	X	X	Exchange server upgrades (Email) / Web Email	Technical	- Pending -
15		X		X	X	X	X	Domain Migration	Technical	- Pending -
16		X		X	X	X	X	Network subnet reorganization	Technical	- Pending -
17		X		X	X	X	X	IT Policies & Procedures deployment	Technical	Active
18	X			X	X	X	X	VMWare migration	Technical	- Pending -
19	X			X	X	X	X	ISP change to Verizon	Technical	Active
20	X			X	X	X	X	Network ISP redundancy configuration	Technical	- Pending -
21	X			X	X	X	X	Server Virtualization (due to end of life hardware)	Technical	- Pending -
22	X			X				Vehicle and MDT setup to new MPN with Verizon	Technical	- Pending -
23	X			X				InfoCop/e-ticketing setup and integration with TriTech	Technical / Systems	Active
24	X			X	X	X	X	Storage cleanup, inventory	Asset Management	- Pending -
25	X			X	X	X	X	Fiber interconnect install and setup (City Hall to PSB)	Technical	- Pending -
26	X			X	X	X	X	Business Continuity Plan	Technical / Systems	- Pending -
27	X			X				Dispatch DR & Continuity Plan and buildout	Technical / Systems	- Pending -
28	X			X			X	Firehouse RMS setup (completion of prevention migration)	Systems	Active
29	X			X	X	X	X	PSB riser closet switching upgrade	Technical	- Pending -
30	X			X	X	X	X	Real Time Situational Awareness / Geospatial Crime Fighting System / Police Performance Metrics	Systems	- Pending -
31			X	X				Custom programming, data analysis & ad-hoc reporting	Technical / Systems	Active
32	X			X	X	X	X	AVL Setup	Technical / Systems	- Pending -
33	X			X	X	X	X	TriTech ongoing deployment and upgrades CAD/RMS	Technical / Systems	Active
34		X		X	X	X	X	Decommission of dedicated T1 lines	Technical	- Pending -
35		X		X	X	X	X	Strategize new 'Intranet' Web Site	Systems	- Pending -
36		X		X	X	X	X	KACE 1000 & 2000 upgrade (Help Desk)	Technical / Systems	- Pending -
37		X		X	X	X	X	Inventory management system setup	Technical / Systems	- Pending -
38		X		X	X			Migration of legacy systems	Systems	- Pending -
39		X		X				Cleanup of server room	Technical	Active
40		X		X	X			New rack and UPS install	Technical	Active
41		X		X			X	FD MDT Install / AVL and configuration	Technical	- Pending -
42			X	X				Strategize redesign of current Web Site per department needs and AC's Sub Committee recommendations.	Systems	Active
43			X	X	X			Wireless Network Design (WiFi)	Technical	Active
44	X			X				Prime Point Payroll	Technical / Systems	Active
45		X		X	X	X	X	To strategize data migration / reports migration from Edmunds e.g. 2005 to 2015	Systems	- Pending -
46		X	X	X	X	X	X	Strategize archival of Payroll Data e.g. Contents Management	Systems	- Pending -
47		X		X				Desktop Rollout / Imaging & Deployment (144) per CRDA Grant	Technical / Systems	FY 2019
48		X		X				Fixed LPR per CRDA Grant	Technical / Systems	FY 2019

EXHIBIT C

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: OZITUS INTERNATIONAL INC.

Name: VIJAY K. VERMA

Title: President

Signature: Vijay Verma

Date: _____



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: OZITUS INTERNATIONAL INC.

Trade Name:

Address: 26 HAMTON CT EAST
ROBBINSVILLE, NJ 08691

Certificate Number: 0648209

Effective Date: April 17, 2001

Date of Issuance: July 07, 2017

For Office Use Only:

20170707155811143

Resolution of the City of Atlantic City

No. 411

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, Business Administrator

Prepared by City Solicitor's Office

Council Member KURTZ & MARSH presents the following Resolution:

RESOLUTION TO AWARD A CONTRACT TO OZITUS INTERNATIONAL, INC.

WHEREAS, the City of Atlantic City has a need to retain **INFORMATION TECHNOLOGY CONSULTING AND SUPPORT SERVICES FOR THE CITY OF ATLANTIC CITY MUNICIPAL BUILDINGS** as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-5(3); and

WHEREAS, pursuant to the need for the aforementioned services, bids have been advertised for on two occasions and bids have been rejected on each occasion pursuant to N.J.S.A. 40A:11-5(3) ; and

WHEREAS, the anticipated term of this contract is one year, July 15, 2017 to July 14, 2018; and

WHEREAS, **OZITUS INTERNATIONAL, INC.** has completed and submitted a Business Entity Disclosure Certification which certifies that Ozitus International, Inc. 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 Ozitus International, Inc. 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 or his designee is hereby authorized to execute and the City Clerk to attest to an agreement, to be approved as to form by the City Solicitor, between the City of Atlantic City and **OZITUS INTERNATIONAL, INC. FOR 2017-2018 INFORMATION TECHNOLOGY CONSULTING AND SUPPORT SERVICES FOR THE CITY OF ATLANTIC CITY MUNICIPAL BUILDINGS COMMENCING JULY 15, 2017 TO JULY 14, 2018 IN THE SUM OF ONE MILLION DOLLARS (\$1,000,000.00)**; and

BE IT FURTHER RESOLVED that a from the Chief Financial Officer has been attached to this Resolution showing the availability of funds from the 2017 and 2018 Temporary & Permanent Budget Accts. 7-01-10-127-000-290 (\$500,000.00) and 8-01-10-127-000-290 (\$500,000.00), to satisfy the aforesaid award of contract, and in the event said funds are not appropriated in the 2017 and 2018 Budget, and State approval not given, this agreement will then be 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

July 21, 2017 9:25 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				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