

AMENDATORY AGREEMENT

THIS CHANGE ORDER, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, with its principal offices located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter referred to as "**CITY**", and **JAMES M. RUTALA ASSOCIATES**, with offices located at 717 River Drive, Linwood, New Jersey 08221, hereinafter referred to as "**CONSULTANT**", pursuant to Resolution No. 317 adopted by the Council of the **CITY** on May 18, 2022, a copy of which is attached hereto and made a part hereof.

WHEREAS, the **CITY** and **CONSULTANT** entered into an Agreement authorized by Resolution No. 338 adopted by the Council of the **CITY** on June 16, 2021, to represent the **CITY** in such consulting matters in the area of **GRANT CONSULTING SERVICES** in the amount of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)**; and

WHEREAS, it is necessary to continue Grant Consulting Services in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** and extended from May to July.

WHEREAS, with the exception of the modifications contained herein, all other terms, conditions and provisions of the Agreement between the parties shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the agreement authorized by Resolution No. 317 adopted by the Council of the **CITY** on May 18, 2022, is hereby changed to include the above referenced to continue **Grant Consulting Services** in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** for a new total not to exceed **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00)** to be known as an **AMENDATORY AGREEMENT**.

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.

CONSULTANT cannot assign its rights or obligations under this Agreement without the prior written consent of the **CITY**.

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

IN WITNESS WHEREOF, the **CITY** and **CONSULTANT** have caused this Agreement to be executed on or as of the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei
Paula Geletei, City Clerk

BY: Marty Small
Marty Small, Sr. Mayor

Date: 6-20-22

WITNESS:

JAMES M. RUTALA ASSOCIATES, LLC

James Rutala

BY: James M. Rutala

The within Agreement approved as to form and execution.

Date: 6/17/2022

BY: Karl Timbers
Karl Timbers, Esq.
Assistant City Solicitor

STATE OF)
) ss.
COUNTY OF)

I CERTIFY that on June 9, 2021, 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

June 9, 2021

Mary F. Cole
Notary Public of
(Seal attached)



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

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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 personal testing conforms to 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 law and applicable Federal court decisions.

In conforming with the applicable targeted 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, race, 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company Name: RUTALA ASSOCIATES

Name: JAMES M. RUTALA

Title: PRINCIPAL

Signature: James M. Rutala

Date: 6/10/22

Resolution of the City of Atlantic City

No. 317

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Anthony A. Swan /s/Business Administrator

Prepared by City Solicitor's Office

Council Members MARSHALL & WEEKES present the following Resolution:

RESOLUTION AUTHORIZING AN AMENDATORY AGREEMENT FOR JAMES M. RUTALA ASSOCIATES, LLC FOR GRANT COSULTING SERVICES IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00)

WHEREAS, by Resolution No. 338 of June 16, 2021, the City of Atlantic City entered into an Agreement with **JAMES M. RUTALA ASSOCIATES, LLC FOR GRANT COSULTING SERVICES** in the amount of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)**; and

WHEREAS, there is a need for **GRANT CONSULTING SERVICES** in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** for two months from May to July for a new total not to exceed **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00)**; 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 to an **AMENDATORY AGREEMENT** with **JAMES M. RUTALA ASSOCIATES, LLC** in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** for the aforementioned work to be known as the **AMENDATORY AGREEMENT**.

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer is attached to this Resolution, showing the availability of funds and specifying the line-item appropriation from the 2022 Budget to satisfy the aforesaid.

cr June 10, 2022 2:14 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.
DUNSTON	X						RANDOLPH	X				X	
KURTZ	X						SHABAZZ	X					
MARSHALL	X						WEEKES	X					
MORSHED	X					X	ZIA	X					
TIBBITT, 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: MAY 18, 2022

Paula Geletei

/s/ Paula Geletei, City Clerk