

A-626
Kc

THIS AGREEMENT entered into between the CITY of ATLANTIC CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as "CITY"; and the ATLANTICARE REGIONAL MEDICAL CENTER, with offices located at 6685 Washington Avenue, Egg Harbor Township, N.J. 08234, hereinafter referred to as "ACRMC", pursuant to Resolution No. 395, adopted by the Council of the City of Atlantic City on June 22, 2022 a copy of which is attached herewith and made a part hereof.

WHEREAS, the CITY is in need of an emergency dispatch service as to its ambulances; and

WHEREAS, ACRMC is capable of providing the aforementioned emergency dispatch service and has in fact provided said service in the past for the CITY; and

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

**SECTION ONE
SCOPE OF SERVICES**

ACRMC shall provide emergency medical dispatch service for those ambulances contracted to the CITY to provide emergency basic life support services as more fully set forth in the attached proposal.

**SECTION TWO
CONTRACT PRICE**

The CITY shall pay to ACRMC and ACRMC agrees to accept as full and complete consideration for the performance of the aforementioned services the sum of **ONE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS (\$158,000.00)**.

**SECTION THREE
CONTRACT PERIOD**

The term of the within Agreement shall be for a period of one year commencing on **AUGUST 1, 2022 TO JULY 31, 2023**.

**SECTION FOUR
PAYMENT METHOD**

Payment shall be made in equal monthly installments of \$13,166.67. Payment shall be made within THIRTY (30) days after ACRMC has submitted a bill based on the above monthly price, together with a properly executed voucher, to the comptroller's office.

**SECTION FIVE
CONTRACTOR STATUS**

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

**SECTION SIX
DOCUMENTATION**

ACRMC shall provide the CITY Office of Emergency Management forthwith upon request, any and all documentation and data as to the number and nature of calls received as to the providing of service for CITY ambulances and any and all other information or documentation as requested by the CITY Office of Emergency Management.

**SECTION SEVEN
INDEMNIFICATION**

ACRMC hereby agrees to hold harmless, defend and indemnify the CITY as to any claims or cause of actions that arise from the acts of commission or omission by ACRMC, its officers, employees, agents, servants, etc., in the performance of the duties under the within Agreement. CITY hereby agrees to hold harmless, defend and indemnify ACRMC as to any claims or cause of actions that arise from the negligence, willful misconduct, or omission by the CITY in the performance of their responsibility under the within Agreement.

**SECTION EIGHT
AFFIRMATIVE ACTION**

ACRMC represents that it 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 "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 NINE
ASSIGNMENT**

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

**SECTION TEN
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 ELEVEN
FULL AGREEMENT**

This Agreement and attached Proposal/Specs 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 TWELVE
INSURANCE**

Before commencing work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City of Atlantic City (City) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use,

which arises out of the Contractor's operations under this agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises are attributable to the Contractor or any of its officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the Contractor's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Contractor will defend and indemnify the City at the Contractor's expense.

The Contractor must obtain the required insurance with the carrier rated A-VIII or better by A. M. Best. In the event the Contractor subcontracts any part of this project, these insurance requirements must apply to all subcontractors.

The Contractor shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to Indemnification shall be included in the policy. The General Liability and Umbrella/Excess Liability policy Aggregate Limits shall apply separately to the project/location as defined in Section One, Scope of Services. As an alternative, the Contractor may provide Commercial General Liability Insurance with no aggregate.

Comprehensive Automobile Liability Insurance

\$ 1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

Umbrella Liability Insurance

\$ 4,000,000 per Occurrence

\$ 4,000,000 Aggregate.

Policy to apply excess of General Liability, Automobile Liability and Coverage B.

Workers' Compensation and Employers' Liability Insurance

\$ 500,000.00 Each Accident

\$ 500,000.00 Each Employee for Injury by Disease

\$ 500,000.00 Aggregate for Injury by Disease

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law.

Professional Liability Insurance

\$ 1,000,000 Each Claim

\$ 3,000,000 Aggregate

Contractor must confirm that the full limits are available, and they have not been reduced by other claims. In the event the Professional Liability coverage is written on a Claims-Made basis, Contractor warrants that the policy retroactive date precedes the date of this contract and that either continuous coverage or an extended discovery period of 2 years will be maintained from the date this contract is completed.

Other Conditions

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Contractor's Commercial General Liability Policy, Business Auto Liability and Excess Policy all of which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the Contractor, any of its Contractor's, officers, agents,

subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law.

A Waiver of Subrogation clause shall be added to the General Liability, Excess Liability, Automobile Liability and Professional Liability policies in favor of the City and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to the Contractor's Worker's Compensation policy if allowed by state law. If the Contractor's policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

In any and all claims against the Additional Insureds by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense and with a carrier(s) rated A-VIII or better by A. M. Best. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Contractor, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal.

SECTION THIRTEEN 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.

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

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 ACRMC has caused these presents to be executed by its Authorized Representative and attested by its Attorney the day and year first below written.

ATTEST:

Paula Geletei
Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

BY: Marty Small, Sr.
Marty Small, Sr., Mayor

DATE: 9-23-22

ATTEST:

ATLANTICARE REGIONAL MEDICAL CENTER

BY: James A. Kilmer Jr.
VP + CAO ARMC City Campus

The within Agreement approved as to form and execution.

Date: 9/22/2022

BY: Karl Timbers
Karl Timbers, Esquire
Assistant City Solicitor

STATE OF New Jersey)

) ss.

COUNTY OF Atlantic)

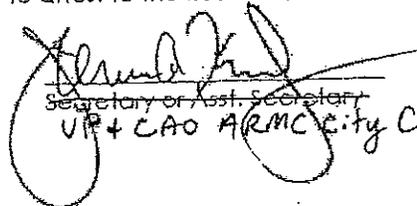
I CERTIFY that on August 11th, 2022,

JAMES A. KIMER JR., the ~~Secretary or Assistant Secretary~~ ^{VP + CAO} 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~~ ^{VP + CAO} of Atlant:Care Regional Medical Center (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

August 11th, 2022


~~Secretary or Asst. Secretary~~
VP + CAO ARMC City Campus

Jacey Allespie
Notary Public of New Jersey
(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

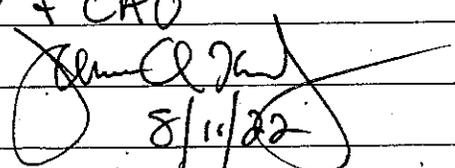
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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: AtlanticCare Regional Medical Center

Name: James A. K. Iner Jr

Title: VP + CAO

Signature: 

Date: 8/11/22

Bond No. 107316129

PERFORMANCE LABOR MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, undersigned

as Principal and Travelers Casualty and Surety Company of America

a corporation duly authorized to do business in the State of New Jersey as Surety, are hereby held and firmly bound unto the CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, in the penal sum of

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED THIS 8 day of JUNE, 2002

THE CONDITION of the above obligation is such, that whereas the above-named Principal did on the _____ day of 200_____ enter into a contract with the CITY OF ATLANTIC CITY, for

which said contract is made a part of this Bond the same as though set forth herein;

NOW, if the said

shall well and faithfully do and perform the things agreed by Principal to be done and performed, according to the terms of said Contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143, for labor performed or materials, provisions, provender or other supplies or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiaries as defined by N.J.S.A. 2A:44-143 having a just claim, as well as for the Obligee herein, then this obligation shall be void; otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation, as herein stated;

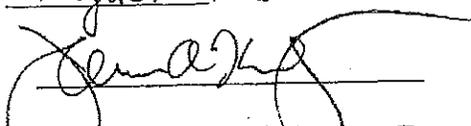
The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the Specifications and Plans therefore, shall in any way affect the obligation of said Surety on its Bond.

Bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of the State of New Jersey, N.J.S.A. 2A:44-143 to 2A:44-147, both inclusive, and liability hereunder is limited as in said Statutes provided.

SIGNED, SEALED and DATED this 11 day of August, 2022

ATTEST:

Secretary


BY: James A Kilman Jr
President VP+ CAO

WITNESS AS TO SURETY: _____

BY: _____
Attorney-in-Fact

Bond Number: 107316129

BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, AtlantiCare Regional Medical Center, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Atlantic City, as Obligee, in the sum of ten percent (10%) of the total amount bid, but not to exceed Dollars (\$20,000.00) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Ambulance Dispatch Services ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 8th day of June, 2022.

(Principal)

Danielle Sauri
Witness

By: Hal J. N.

Lina Lushina
Witness

Travelers Casualty and Surety Company of America
By: John S. Wimberg
John S. Wimberg, Attorney-in-Fact

Resolution of the City of Atlantic City

No. 395

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Chief Scott Evans, Emergency Management Coordinator

Prepared by City Solicitor's Office

Council Member TIBBITT presents the following Resolution:

ATLANTICARE REGIONAL MEDICAL CENTER AMBULANCE DISPATCH SERVICE (EMS) FOR ONE YEAR AUGUST 1, 2022 TO JULY 31, 2023 IN SUM OF \$158,000.00

BE IT RESOLVED by the City Council that the bid of ATLANTICARE REGIONAL MEDICAL SERVICE MEDICAL CENTER (EMS) company of the State of New Jersey, with offices located at 6685 Washington Ave., Egg Harbor, New Jersey 08234 received and publicly opened and read at a meeting of the Purchasing Board held on June 14, 2022 for Ambulance Dispatch Services to the City of Atlantic City Office of Emergency Management for a total sum of **ONE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS (\$158,000.00)** be and the said bid is hereby **ACCEPTED**; said Corporation being the only responsible bidder for the undertaking; and

BE IT FURTHER RESOLVED that authority is hereby given to the Mayor to execute and the City Clerk to attest an agreement, to be entered into between the **CITY OF ATLANTIC CITY** and **ATLANTICARE REGIONAL MEDICAL CENTER (EMS)** or the hereinabove undertaking, in strict compliance with the Advertisement, Proposal Form, and the Specifications and Instructions to bidders therefore, and the required accompanying performance bond to be approved as to form and execution by the City Solicitor; and

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from the 2022 and 2023 Budget, Account No. 2-01-25-261-353-669 Aug.-Dec. 2022 (\$65,833.33) and 3-01-25-261-353-669 Jan.-July 2023 (\$92,166.67) to satisfy the aforesaid award of contract and pursuant to State approval.

BE IT FURTHER RESOLVED that the aforesaid bidder was the only responsible bidder.

kc June 27, 2022 12:09 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: JUNE 22, 2022

/s/ Paula Geletei, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ATLANTICARE REGIONAL MEDICAL
CENTER INC

Trade Name:

Address: 1925 PACIFIC AVE
ATLANTIC CITY, NJ 08401-6713

Certificate Number: 0061515

Effective Date: July 01, 1966

Date of Issuance: February 16, 2021

For Office Use Only:

20210216125542966

Resolution of the City of Atlantic City

No. 395

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Chief Scott Evans, Emergency Management Coordinator

Prepared by City Solicitor's Office

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BE IT FURTHER RESOLVED that the aforesaid bidder was the only responsible bidder.

kc July 26, 2022 3:17 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: JUNE 22, 2022

Paula Geletei

/s/ Paula Geletei, City Clerk

The within bond issued by
Traveler's Casualty Surety Co of America
is hereby approved as surety
for the faithful performance of
the contract attached.



Date 9/22/2012 Solicitor