

A-1517/Hc

**THIS AGREEMENT**, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as "**CITY**" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **ESPOS LAW ENFORCEMENT, LLC.**, with offices at PO Box 597 Livingston, New Jersey 07039 hereinafter referred to as the "**CONSULTANT**", pursuant to Resolution No. 248 adopted by City Council on April 16, 2025, a copy of which is attached hereto and made a part hereof.

**WITNESSETH**

**WHEREAS**, the City is desirous of securing the professional services for **POLICE EDUCATIONAL SERVICES AND TRAINING SOLUTIONS**; and

**WHEREAS**, the Consultant is ready, willing, and able to undertake such service and provide the City with expert advice; and

**WHEREAS**, the City believes the Consultant to be well able to undertake and perform such services for the City and desires to contract with Consultant for the performance of such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION ONE  
SCOPE OF SERVICES**

Consultant shall provide **POLICE EDUCATIONAL SERVICES AND TRAINING SOLUTIONS** as set forth in the attached proposal incorporated herein by reference and made a part of this Agreement. Should there be any conflict between the terms of this Agreement and the attached proposal, this Agreement shall govern.

**SECTION TWO  
CONTRACT PRICE**

The City shall pay to the Consultant, and the Consultant agrees to accept as full and complete compensation for all of the work performed under this Agreement a total sum not to exceed **FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500.00)** a year in an amount not to exceed **TWO HUNDRED FORTY- SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$247,500.00)**

**SECTION THREE  
CONTRACT PERIOD**

The Agreement term shall be for a period of five (5) years from complete execution hereof.

**SECTION FOUR  
PAYMENT METHOD**

Payment to Consultant shall be made upon submission of invoices for payment to the Chief of Police and approval of the same by the Chief of Police.

It is expressly understood and agreed that payment of monies authorized by this Agreement shall only be funds appropriated by the Council of the City for the purpose of this Agreement and paid into the treasury of the City, therefore.

**SECTION FIVE  
STATUS OF CONSULTANT**

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 SIX  
TERMINATION, CANCELLATION, EXPIRATION**

The parties agree that either party can cancel this Agreement upon 30 days written notice. At the termination, cancellation, or expiration of this Agreement in any manner, the acceptance of final payment by the Consultant shall be in full satisfaction of all claims against the City under this Agreement.

**SECTION SEVEN  
CERTIFICATE 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 EIGHT  
ASSIGNMENT**

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

**SECTION NINE  
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 TEN  
COMPLIANCE**

The Consultant, at all times, will observe and comply with all Federal State and Local laws ordinances and regulations in any manner affecting the conduct of the work under this Agreement.

**SECTION ELEVEN  
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 TWELVE  
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 THIRTEEN  
CHOICE OF LAW**

This Agreement shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City. All actions, whether sounding in contract or tort, relating to the validity, construction, interpretation, or enforcement of this Agreement shall be instituted in the courts of New Jersey and in the County of Atlantic and in no other.

**SECTION FOURTEEN  
INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the City from and against any claim (including any claim brought by employees of Consultant), liability, damage or expense (including reasonable attorneys' fees) that City may incur to the extent relating to, arising out of or existing by reason of (i) Consultant's negligent performance of this Agreement or the conditions created thereby (including use, misuse or failure of any equipment used by Consultant or its subcontractors, servants or employees) or (ii) Consultant's breach of this Agreement or the negligent performance of this Agreement by Consultant or its subcontractors, servants or employees. Any reuse of Consultant's materials by City for projects they were not intended and/or without Consultant's involvement shall be at City's sole risk without liability to Consultant.

**SECTION FIFTEEN  
INSURANCE**

Before commencing work, and as a condition precedent for payment, the Consultant shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the 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 Consultant'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 Consultant, any of its Consultant's, officers, agents, subcontractors, employees, 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 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 Consultant'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 Consultant will defend and indemnify the City at the Consultant's expense.

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

The Consultant 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 Two, Scope of Services. As an alternative, the Consultant 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 Consultant.

***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 Consultant 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

Consultant must confirm that the full limits are available, and they have not been reduced by other claims.

***Other Conditions***

The City, along with their respective elected or appointed officials, officers, agents, and employees, shall be included as Additional Insureds for Operations and Products/Completed

Operations on the Consultant'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 Consultant, any of its Consultant'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 Consultant's Worker's Compensation policy if allowed by state law.

Prior to commencement of work, Consultant 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 Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant 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 Consultant under any policy related to the services contemplated in this Agreement.

The Consultant shall maintain in effect all insurance coverages required under this Agreement at the Consultants' sole expense and with a carrier(s) rated A-VIII or better by A. M. Best. In the event the Consultant 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 Consultant, 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 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  
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 EIGHTEEN  
CAPTIONS**

All captions in this Agreement are for convenience only. They should not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

**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 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 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.

## **SECTION TWENTY POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to **ESPOS LAW ENFORCEMENT LLC.**, based on the merits and abilities of **ESPOS LAW ENFORCEMENT, LLC.**, to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that **ESPOS LAW ENFORCEMENT, LLC.**, their subsidiaries, assigns or principals controlling in excess of 10% of the company have 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, 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 that would affect its ability to perform under the contract.

[THIS SPACE LEFT INTENTIONALLY BLANK]

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 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

BY: Paula Geletei  
Paula Geletei, City Clerk

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

DATE: 5-30-25

WITNESS

Melinda Esposito  
Melinda Esposito

ESPOS LAW ENFORCEMENT, LLC.

BY: Edward Esposito  
President EDWARD ESPOSITO

The Agreement is approved as to form and execution.

Date: 5/23/25

BY: Peter T. Sallata  
Peter T. Sallata, Esq.  
Assistant City Solicitor

STATE OF

)

) ss.

COUNTY OF

)

I CERTIFY that on MAY 16, 2025,

\_\_\_\_\_ 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 ESPOS LAW ENFORCEMENT LLC (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

MAY 16, 2025

\_\_\_\_\_  
Secretary or Asst. Secretary

[Signature]  
FOWNS ESPOS TO

# Resolution of the City of Atlantic City

## No. 248

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Atlantic City Police Department/s/ Chief James Sarkos

Prepared by City Solicitor's Office

Council Member           RANDOLPH           presents the following Resolution:

### RESOLUTION APPROVING AN AGREEMENT WITH ESPOS LAW ENFORCEMENT LLC., FOR EDUCATIONAL SERVICES AND TRAINING SOLUTIONS IN THE AMOUNT OF \$247,500.00 – FIRST YEAR \$49,500.00

**WHEREAS**, the City is in need of **LAW ENFORCEMENT EDUCATIONAL SERVICES AND TRAINING SOLUTIONS** and has advertised for a Request for Proposals (“RFP”) and has received responses for such services pursuant to N.J.S.A. 40A:11-4.1 (Competitive Contracting).

**WHEREAS**, upon review and grading of the submissions, **ESPOS LAW ENFORCEMENT, LLC.**, proposal was determined to be the most advantageous to the City given the overall ability to successfully complete the contract and meet the requirements of the RFP; and

**WHEREAS**, this contract is estimated for five (5) years with the following amounts:

Year One	5-01-25-240-300-251	\$49,500.00
Year Two	6-01-25-240-300-251	\$49,500.00
Year Three	7-01-25-240-300-251	\$49,500.00
Year Four	8-01-25-240-300-251	\$49,500.00
Year Five	9-01-25-240-300-251	\$49,500.00

**NOW, THEREFORE, BE IT RESOLVED** the City Council authorizes the award of contract to **ESPOS LAW ENFORCEMENT, LLC.**, for the **POLICE DEPARTMENT EDUCATIONAL SERVICES AND TRAINING SOLUTIONS** and further authorizes negotiation and execution of the agreement as to be approved as to form and execution by the City Solicitor, the Mayor shall execute and the City Clerk to attest an agreement.

May 31, 2025 7:02 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.
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
RANDOLPH, 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 16, 2025          

*Paula Geletei*

/s/ Paula Geletei, City Clerk