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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, with its principal offices located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter referred to as "**CITY**", and **TRANSDEV FLEET SERVICES, INC.**, with offices located at 12 Harlingen Road Belle Mead, NJ 08502, hereinafter referred to as "**CONTRACTOR**", pursuant to Resolution No. 298 adopted by the Council of the **CITY** on April 16, 2025, a copy of which is attached hereto and made a part hereof.

WHEREAS, by Resolution No. 603 adopted September 21, 2022, the **CITY** entered into an Agreement with **FIRST VEHICLE SERVICES, INC.** for **CITY VEHICLES & EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS COMMENCING 10/1/22 ENDING 9/30/25** in the amount of **SIX MILLION FIVE HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED NINETY DOLLARS AND FORTY-FIVE CENTS (\$6,574,890.45) PLUS ESTIMATED "OUT OF TARGET" COSTS OF FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) FOR A TOTAL AWARD AMOUNT NOT TO EXCEED SEVEN MILLION TWENTY-FOUR THOUSAND EIGHT HUNDRED NINETY DOLLARS AND FORTY-FIVE CENTS (\$7,024,890.45)** a copy of which Agreement is attached hereto and incorporated herein by reference; and

WHEREAS, **FIRST VEHICLE SERVICES, INC.**, was sold to Contractor and **FIRST VEHICLE SERVICES, INC.**, would like to assign the Agreement to Contractor whereby Contractor shall step into the shoes of **FIRST VEHICLE SERVICES, INC.**, and assume all liabilities and obligations set forth in the attached Agreement.

WHEREAS, City would like to continue the services contemplated in the attached Agreement and therefore authorized, via Resolution No. 298 adopted by the Council of the CITY on April 16, 2025, the assignment of the Agreement and all its obligations to CONTRACTOR; and

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

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants contained herein, the parties agree that the Agreement authorized by Resolution No. 603 adopted September 21, 2022, is hereby assigned as authorized by Resolution No. 298 adopted by Council on April 16, 2025, to Contractor.

CONTRACTOR 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 will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of the Agreement.

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

The Agreement is effective as of the date of complete execution hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and CONTRACTOR have caused this Agreement to be executed on or as of 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: 7-24-25

WITNESS:

MRS

TRANSDEV FLEET SERVICES, INC.

By: R L
General Counsel and Chief Ethics and Compliance Officer

Randall Lewis
(PLEASE PRINT NAME ABOVE)

DATE: June 27, 2025

This Amendatory Agreement No. 1 is approved as to form and execution.

Date: 7/24/25

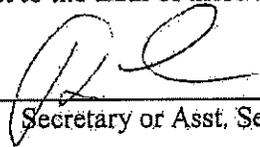
By: Peter T. Sallata
Peter T. Sallata, Esq.
Assistant City Solicitor

STATE OF ILLINOIS)
) ss.
COUNTY OF DU PAGE)

I CERTIFY that on June 27, _____, 2025,
Randall Lewis _____, 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
Transdev Fleet Services, Inc. formerly known as First Vehicle Services, 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



Secretary or Asst. Secretary

June 27 _____, 2025



Notary Public

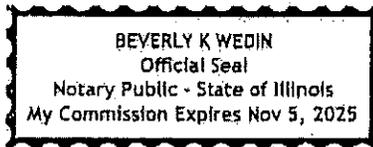


EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C 17:27

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

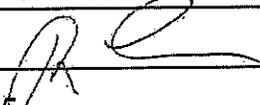
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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: First Vehicle Services, Inc. now known as Transdev Fleet Services, Inc.

Name: Randall Lewis

Title: General Counsel & CEEO

Signature: 

Date: 06/27/2025

Resolution of the City of Atlantic City

No. 298

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Public Works/s/ Crystal Lewis

Prepared by City Solicitor's Office

Council Member RANDOLPH presents the following Resolution:

RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE AGREEMENT WITH FIRST VEHICLE SERVICES, INC. TO TRANSDEV FLEET SERVICES, INC.

WHEREAS, the City of Atlantic City, pursuant to Resolution No. 603 of September 21, 2022, entered into an Agreement with **FIRST VEHICLE SERVICES, INC.** for Equipment Maintenance & Fleet Management Services for a period of three (3) years from 10/1/22 through 9/30/25; and

WHEREAS, **FIRST VEHICLE SERVICES, INC.** was sold to another organization called **TRANSDEV FLEET SERVICES, INC.**; and

WHEREAS, the City desires to agree to the assignment of the agreement with **FIRST VEHICLE SERVICES, INC.** to the purchaser, **TRANSDEV FLEET SERVICES, INC.** to continue providing services for the remainder of the agreement term; and

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Atlantic City authorizes the assignment of the agreement with **FIRST VEHICLE SERVICES, INC.** to **TRANSDEV FLEET SERVICES, INC.** and the Mayor is hereby authorized to execute and the City Clerk to attest to an agreement with **TRANSDEV FLEET SERVICES, INC.** for the duration of the **FIRST VEHICLE SERVICES, INC.** Agreement term, whereby **TRANSDEV FLEET SERVICES, INC.** shall assume all liabilities and responsibilities outlined in the agreement with **FIRST VEHICLE SERVICES, INC.**, to be reviewed by the City Solicitor.

July 24, 2025 12:06 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.
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



 /s/ Paula Geletei, City Clerk