

THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter called "**CITY**", and **JAMES M. RUTALA ASSOCIATES LLC**, with offices located at 717 River Drive, Linwood, New Jersey 08221, hereinafter called "**CONSULTANT**", pursuant to Resolution No. 571 adopted by the Council of the **CITY** on November 13, 2020, a copy of which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, there exists a need for the purchase of services for **PROJECT MANAGEMENT CONSULTANT FOR THE ATLANTIC CITY WATERSHED MANAGEMENT PLAN**.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and agreeing to be bound, the **CITY** for itself and its successors, and **JAMES M. RUTALA ASSOCIATES, LLC**, for itself, its successors and assigns, hereby agree as follows:

**SECTION ONE
DEFINITIONS**

Whenever in this Agreement the term "**CITY**" is used or a pronoun in its place, it shall mean and intend the **CITY OF ATLANTIC CITY** and/or Mayor of the **CITY OF ATLANTIC CITY**; wherever the term "**COUNCIL**" is used or a pronoun in its place, it shall mean and intend the governing body of Atlantic City; wherever the term "**CONSULTANT**" or a pronoun in its place is used, the term shall refer to and mean **JAMES M. RUTALA ASSOCIATES, LLC**.

**SECTION TWO
SCOPE OF WORK**

CONSULTANT will provide **PROJECT MANAGEMENT CONSULTANT FOR THE ATLANTIC CITY WATERSHED MANAGEMENT PLAN** in good faith and in accordance with generally accepted grant writing principles and in accordance with **CONSULTANT'S** Statement of Qualifications attached hereto. In the event of any conflict before the terms and conditions of this agreement and attached Qualifications this agreement shall take precedence.

**SECTION THREE
CONTRACT PRICE**

The CITY shall pay CONSULTANT for PROJECT MANAGEMENT CONSULTANT FOR THE ATLANTIC CITY WATERSHED MANAGEMENT PLAN not to exceed a total sum of FOUR THOUSAND DOLLARS (\$4,000.00).

**SECTION FOUR
COSTS OF ACTION**

All costs in connection with the services to be provided by CONSULTANT under this Agreement shall not be incurred without the prior approval of the Business Administrator. Specifically excluded is mileage, travel, parking fees, tolls, telephone and meal reimbursement. Duplication costs (photocopying) will be at a rate of ten cents per page.

**SECTION FIVE
PAYMENT METHOD**

Payment for the specified services, furnished, and accepted hereunder, shall be made within THIRTY (30) DAYS after the CONSULTANT has submitted a monthly invoice/bill based upon the consultants hourly rate and total price set forth in this Agreement, together with a properly executed voucher, to the Comptroller's Office.

**SECTION SIX
CONTRACT PERIOD**

The contract term shall be one (1) year from December 1, 2020 – December 1, 2021.

**SECTION SEVEN
ASSIGNMENT**

The CONSULTANT agrees not to assign or sublet this Agreement, in whole or in part, without the written consent of the CITY. CONSULTANT cannot assign its rights or obligations under this Agreement without the prior written consent of the CITY.

**SECTION EIGHT
INDEMNIFICATION**

CONSULTANT shall indemnify, defend and hold harmless the City from and against any claim (including any claim brought by employees of CONSULTANT), liability, damage or expense (including

attorneys' fees) that such CITY may incur relating to, arising out of or existing by reason of (i) CONSULTANT'S performance of this Agreement or the conditions created thereby (including the use, misuse or failure of any equipment used by CONSULTANT its servants or employees) or (ii) CONSULTANT'S breach of this Agreement or the inadequate or improper performance of this Agreement by CONSULTANT its servants or employees.

SECTION NINE CERTIFICATION 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 TEN TERMINATION

CITY shall, in its sole discretion, have the right to terminate this Agreement. If, through any cause within the reasonable control of the CONSULTANT, the CONSULTANT fails to fulfill its obligations under this agreement in a timely and proper manner, the CITY shall have the right to terminate the agreement upon written notice to the CONSULTANT.

SECTION ELEVEN DOCUMENTS

Original data and reports remain the property of the CITY. The CONSULTANT will provide copies of all reports to the CITY. All such documents will become the property of the CITY and the CITY will be entitled to retain copies and to reproduce all submitted materials. Further, the data and reports maintained by the CONSULTANT cannot be published, reproduced or in any way made public without prior written approval of the CITY.

SECTION TWELVE INSURANCE

Without limiting the foregoing, the CONSULTANT shall maintain, at its own expense, Professional Liability Insurance in an amount approved by the CITY'S Risk Manager, naming the CITY as an additional named insured for liability purposes only.

**SECTION THIRTEEN
NOTICES**

All written notices and communications between the parties require or permitted hereunder shall be delivered either personally or mailed by regular mail to the following:

CITY: Director of Revenue & Finance
 Dept. of Revenue and Finance
 Room 506, City Hall
 Atlantic City, New Jersey 08401

with copy to: Business Administrator
 Room 701, City Hall
 Atlantic City, New Jersey 08401

**SECTION FOURTEEN
STATUS OF CONTRACTOR**

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 FIFTEEN
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 SIXTEEN
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 SEVENTEEN
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 EIGHTEEN POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to **JAMES M. RUTALA ASSOCIATES, LLC** based on the merits and abilities of **JAMES M. RUTALA ASSOCIATES, LLC** to provide the goods or services as described herein. **JAMES M. RUTALA ASSOCIATES, LLC** its subsidiaries, assigns or principals controlling in excess of 10% of the company attest that they are not in violation of New Jersey Pay to Play laws N.J.S.A. 19:44A-20.4, et seq. or Election Law Enforcement Commission N.J.S.A. 19:44A-8 or 19:44A-16 that would affect its eligibility to perform this contract. **CONSULTANT** must comply with "Local Unit Pay-to-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c. 51) and City of Atlantic Ordinance No. 11 of 2011 establishing that business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Atlantic City.

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 provide professional services to 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 Business Administrator. 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.

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

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 the 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

Paula Geletei
Paula Geletei, City Clerk

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

Date: 12-9-20

WITNESS:

JAMES M. RUTALA ASSOCIATES, LLC.

D. A. Rutala
Secretary

BY: James M. Rutala

The within Agreement approved as to form and execution.

Date: 12/9/20

BY: Matthew D. Sykes
Matthew D. Sykes, Esq.
Assistant City Solicitor

STATE OF NEW JERSEY)

) ss.

COUNTY OF ATLANTIC)

I CERTIFY that on December 8, 2020, James M. Rutala, the Principal of James M. Rutala Associates LLC, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Principal of James M. Rutala Associates, LLC;
- (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

James M. Rutala
Principal

December 8, 2020

Mary F. Cole
Notary Public of New Jersey
(Seal attached)

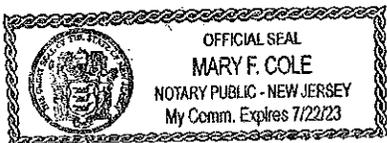


EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C 17:27

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

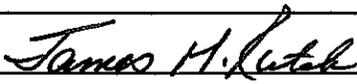
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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: James M. Rutala Associates, LLC _____

Name: James M. Rutala _____

Title: Principal _____

Signature:  _____

Date: December 8, 2020 _____

Resolution of the City of Atlantic City

No. 571

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

Factual contents certified to by

Interim City Solicitor /s/ Michael J. Perugini

Interim Business Administrator /s/ Anthony Swan

Prepared by City Solicitor's Office

Council Members KURTZ, RANDOLPH & DUNSTON present the following Resolution:

**RESOLUTION FOR JAMES M. RUTALA ASSOCIATES, LLC FOR PROJECT
MANAGEMENT CONSULTANT FOR THE ATLANTIC CITY WATERSHED
MANAGEMENT PLAN (\$4,000.00)**

WHEREAS, pursuant to the FEMA Grant to provide funding to complete a Watershed Management Plan the City of Atlantic City has a need to retain professional services for a **GRANT PROJECT MANAGEMENT CONSULTANT SERVICES** to perform **PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE ATLANTIC CITY WATERSHED MANAGEMENT PLAN** for the **CITY OF ATLANTIC CITY** without public bidding pursuant to N.S.J.A 40A:11-5; and

WHEREAS, **JAMES M. RUTALA ASSOCIATES** has completed and submitted a Business Entity Disclosure Certification which certifies that **JAMES M. RUTALA ASSOCIATES** 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 **JAMES M. RUTALA ASSOCIATES** 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; 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 an agreement with **JAMES M. RUTALA ASSOCIATES**, 717 River Drive, Linwood, New Jersey 08221, for the hereinabove purpose, for a term of ONE (1) YEAR commencing December 1, 2020 to December 1, 2021 for a total sum not to exceed **FOUR THOUSAND DOLLARS (\$4,000.00)**; to be approved as to form and execution by the City Solicitor, which contract shall set forth more specifically the services to be performed; and

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds and specifying the line item appropriation from the 2020 and 2021 Budget to satisfy the aforesaid Agreement, and that pursuant to N.J.A.C. 5:30-14.5, the award of the above Agreement is contingent upon the availability of sufficient funds in the 2020 and 2021 Temporary and Permanent Budgets and, in the event said funds are not appropriated for this Agreement, this award will have no effect and 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.

cr December 8, 2020 10:34 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.
DELGADO	X						MORSHED	X					
DUNSTON	X						RANDOLPH	X					X
FAUNTLEROY	X						SHABAZZ	X				X	
KURTZ	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: NOVEMBER 13, 2020

Paula Geletei
 /s/ Paula Geletei, City Clerk