

**THIS AGREEMENT** made and entered by and between the **CITY OF ATLANTIC CITY**, a Municipal Corporation of the State of New Jersey (hereinafter the "City"), 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **STEVEN P. PERSKIE** (hereinafter "Legal Advisor") located at 1201 New Road, Suite 204, Linwood, NJ 08221.

**WHEREAS**, the City requires the professional services of a Legal Advisor to advise the City in such matters as shall be assigned by the City Administration including but not limited to the area of policy advisor and other matters involving the City's governance.

**WHEREAS**, the Legal Advisor has the necessary qualifications and expertise to perform such services for the City and to work with the City Solicitor's Office in providing the necessary legal guidance involving the City's governance; and

**WHEREAS**, the Mayor is in the process of establishing a staff of well-informed and qualified personnel to assist the City in the identification, definition, prioritization, and execution of policies to benefit the people of the City during his administration, and in that regard has determined that the services of a qualified Legal Advisor would be of material assistance to the Mayor in these efforts; and

**WHEREAS**, **STEVEN P. PERSKIE** is an individual with an extensive background in government in New Jersey and a long-standing familiarity with, and a strong commitment to the successful resolution of, many of the public policy issues presently facing the people of the City; and

**WHEREAS**, **STEVEN P. PERSKIE** shall make himself available as a Legal Advisor to assist the Mayor in achieving the goals and the policy objectives that the Mayor and his leadership team, together with the City Council of the City, will establish.

**WHEREAS**, for these purposes the Administration has created the position of Legal Advisor for Policy and Planning and will, with the approval of this agreement, appoint **STEVEN P. PERSKIE** to that position.

**NOW, THEREFORE**, pursuant to the City's request for the procurement of such professional services and upon the approval of the State of New Jersey, Department of

Community Affairs, Division of Local Government Services, the parties hereto do agree as follows:

**SECTION ONE  
SCOPE OF SERVICES**

City employs the Legal Advisor to advise the City in matters assigned by the City Administration, in the areas as follows:

- A. **STEVEN P. PERSKIE** shall serve as a legal advisor rendering professional services to the City.
- B. **STEVEN P. PERSKIE** shall be available at the request and direction of the Administration for no fewer than thirty (30) hours weekly and for whatever additional hours may be required by the Mayor.
- C. **STEVEN P. PERSKIE** shall work with the Chief of Staff and the City's department heads, including the Business Administrator, to assist in the development of policies and priorities for the City's governance, and shall, at the direction of the Administration, assist in the execution of those policies and priorities.
- D. At the request of the Administration, **STEVEN P. PERSKIE** shall review and provide guidance with respect to any issue or proposed action by the Mayor or any department head that raises questions with respect to the application of any relevant governmental requirements.
- E. At the direction and with the approval of the Administration, **STEVEN P. PERSKIE** shall appear before the City Council of Atlantic City, or any local organizations or citizen groups, to explain the actions taken by the City's administration. Any statements to the media made by **STEVEN P. PERSKIE** shall be subject to the approval of the Mayor, and any public statements made in **PERSKIE'S** name shall be subject to **PERSKIE'S** approval.

When he is not engaged in the fulfillment of his responsibilities to the City:

- A. **STEVEN P. PERSKIE** may continue to be available to serve as a Special Master in matters in which he has been or will be so appointed by the Superior Court of New Jersey.

parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**SECTION FOURTEEN  
CONTINGENCY**

It is understood that this agreement is contingent upon the availability of funds in the City's 2020 budget. In the event said funds are not appropriated for this agreement, said agreement shall become null and void. The Contract Request Form is hereby approved. However, this approval does not extend to any litigation contesting actions of the State of New Jersey or any of its agencies or authorities. Prior to participating in any such actions, prior written approval of the Director of the Division of Local Government Services shall first be obtained by the City. Additionally, please be advised that the approved vendor must comply with the City of Atlantic City's ordinance prohibiting contributions exceeding \$300 from the firm or certain of its equity partners to any candidates for office in Atlantic City and to certain other campaign committees and organizations. A violation of this ordinance will result in the approval of this contract being rescinded.

**SECTION FIFTEEN  
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 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.

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**SECTION SEVENTEEN**  
**POLITICAL CONTRIBUTION DISCLOSURE**

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This contract has been awarded to **STEVEN P. PERSKIE** based on the merits and abilities of **STEVEN P. PERSKIE** to provide the goods or services as described herein. This contract was not 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 **STEVEN P. PERSKIE**, has 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 his eligibility to perform this contract, nor will he make a reportable contribution during the term of the contract to any political party committee in the City of Atlantic City if a member of that political party is serving in an elective public office of the City of Atlantic City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Atlantic City when the contract is awarded.

**SECTION EIGHTEEN**  
**STATUS OF LEGAL ADVISOR**

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

This agreement is effective as of the date of the Mayor's signature.

**ATTEST:**

**CITY OF ATLANTIC CITY**

Paula Geletei  
Paula Geletei, City Clerk

Marty Small Sr.  
Marty Small, Sr., Mayor

DATE: 12-8-22

**WITNESS:**

**STEVEN P. PERSKIE**

[Signature]

Steven Perskie

The within Agreement approved as to form and execution.

Date: 12/5/2022

By: [Signature]  
Karl Timbers  
Assistant City Solicitor