

H-1094
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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, herein referred to as "CITY" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and LUCKY PR, INC., with offices at 217 Centre Street #168, New York, NY 10013, hereinafter referred to as the "CONSULTANT", pursuant to Resolution No. 83 adopted by City Council on January 24, 2024 a copy of which is attached hereto and made a part hereof.

WITNESSETH

WHEREAS, the City is desirous of securing the services of a marketing firm to provide **MARKETING SERVICES TO ATTRACT NEW BUSINESS AND INVESTMENTS FOR THE CITY AND TO INCREASE THE SUCCESS OF LOCAL BUSINESSES IN THE CITY**; 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 **MARKETING SERVICES TO ATTRACT NEW BUSINESS AND INVESTMENTS FOR THE CITY AND TO INCREASE THE SUCCESS OF LOCAL BUSINESSES IN THE CITY, INCLUDING THE DEVELOPMENT AND APPLICATION OF SEVERAL TOOLS TO PROMOTE THE CITY AND THE BUSINESS COMMUNITY WITH A GOAL TO RETAIN AND EXPAND EXISTING BUSINESSES AND TO ATTRACT NEW BUSINESS AND INVESTMENTS TO THE CITY** as set forth in the attached proposal incorporated herein by reference and made a part of this Agreement. Consultant will also schedule monthly status meetings with the Department of Planning & Development. 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 in accordance with this Agreement a total sum not to exceed **ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00).**

SECTION THREE CONTRACT PERIOD

The Contract term shall be for a period of one (1) year from complete execution hereof.

SECTION FOUR PAYMENT METHOD

Payment to Consultant shall be made upon submission of invoices for payment to the Director of Planning & Development and approval of the same by the Business Administrator of City.

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 PROPRIETARY PRODUCT

Consultant agrees that the product created pursuant to this Agreement for the City shall not be considered proprietary by the Consultant. The use of the product by the Consultant shall only be with the permission of the City.

SECTION SIX 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 SEVEN 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 EIGHT 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 NINE ASSIGNMENT

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

SECTION TEN 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 ELEVEN 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 TWELVE 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 THIRTEEN 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 FOURTEEN 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 FIFTEEN 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 attorneys' fees) that City may incur 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.

SECTION SIXTEEN 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 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 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 named 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 Workers' Compensation acts, disability benefit acts or other employee benefit acts.

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 SEVENTEEN 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 EIGHTEEN 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 NINETEEN 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 TWENTY 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-ONE
POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to LUCKY PR, INC., based on the merits and abilities of LUCKY PR, INC., to provide the goods or services as described herein. This Agreement 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 LUCKY PR, INC., 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 INTENTIONALLY LEFT 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:

BY: Paula Geletei
Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

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

DATE: 3-1-24

WITNESS

Rome Kyn Neal
Rome Kyn Neal,
Secretary

LUCKY PR, INC.

BY: Pze Ki Chan
President



The Agreement is approved as to form and execution.

Date: 2/29/24

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

STATE OF New York)
) ss.
COUNTY OF New York)

I CERTIFY that on 27th of February, 2024,
Rome Ryn Neal, 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

(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

Rome Ryn Neal
Secretary or Asst. Secretary

27th of February, 2024

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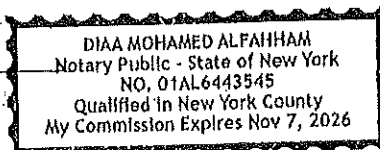


EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C 17:27

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: Lucky PR, Inc.

Name: Sze Ki Chau

Title: President

Signature: Sze Ki Chau

Date: 2/27/2024

Resolution of the City of Atlantic City

No. 83

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 Planning & Development /s/ Jacques Howard

Prepared by City Solicitor's Office

Council Member SHABAZZ presents the following Resolution:

RESOLUTION TO AWARD A CONTRACT TO LUCKY PR TO PROVIDE MARKETING SERVICES TO ATTRACT NEW BUSINESS AND INVESTMENTS FOR THE CITY AND TO INCREASE THE SUCCESS OF LOCAL BUSINESSES IN THE CITY IN THE AMOUNT OF \$160,000.00

WHEREAS, the City of Atlantic City has a need to retain the professional marketing services of LUCKY PR TO PROVIDE MARKETING SERVICES TO ATTRACT NEW BUSINESS AND INVESTMENTS FOR THE CITY AND TO INCREASE THE SUCCESS OF LOCAL BUSINESSES IN THE CITY; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(3), the City having advertised for and twice rejected proposals for this service by Resolution No. 370 of 2023 and Resolution No. 860 of 2023, negotiated contract terms with LUCKY PR; and

WHEREAS, LUCKY PR services will include THE DEVELOPMENT AND APPLICATION OF SEVERAL TOOLS TO PROMOTE THE CITY AND THE BUSINESS COMMUNITY WITH A GOAL TO RETAIN AND EXPAND EXISTING BUSINESSES AND TO ATTRACT NEW BUSINESS AND INVESTMENTS TO THE CITY; and

WHEREAS, LUCKY PR has completed and submitted a Business Entity Disclosure Certification which certifies that LUCKY PR 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 LUCKY PR 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.

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 LUCKY PR for the hereinabove purpose, for a total sum not to exceed ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00); 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 Account No. G-02-41-610-022-299 in to satisfy the aforesaid award of contract.

BE IT FURTHER RESOLVED that Public Notice of this Resolution shall be PUBLISHED in the Press of Atlantic City.

BE IT FURTHER RESOLVED, this contract is contingent upon State approval.

February 5, 2024 11:51 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.
CROUCH	X					X	SHABAZZ	X				X	
DUNSTON		X					TIBBITT	X					
KURTZ		X					WEEKES	X					
MARSHALL	X						ZIA	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: JANUARY 24, 2024

Paula Geletei
/s/ Paula Geletei, City Clerk