

CITY OF VENTNOR CITY  
RESOLUTION  
No. 171 OF 2017

A RESOLUTION OF THE CITY VENTNOR, COUNTY OF ATLANTIC, STATE OF  
NEW JERSEY AMENDING RESOLUTION 085 OF 2017 APPROVING A SHARED  
SERVICES AGREEMENT BETWEEN ATLANTIC CITY AND VENTNOR FOR  
ELEVATOR INSPECTION SERVICES

WHEREAS, the City of Atlantic City is desirous of providing elevator inspection services for other communities to carry out certain inspections and enforcement procedures; and

WHEREAS, the City of Ventnor (City) is desirous of sharing elevator inspection services with the City of Atlantic City to provide efficient service to its property owners; and

WHEREAS, N.J.S.A. 5:23-4.5(j) prohibits Atlantic City-employees from carrying out any inspection or enforcement procedure with the respect to any property or business it which he or she, or any close relative or household member, or his or her superior within the City or any close relative or household member of such superior, has an economic interest; and

WHEREAS, where any such conflict of interest should arise, the City of Atlantic City shall arrange for the inspection or enforcement procedure to be carried out by another enforcing agency; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., the City may enter an agreement with any other local unit or units to receive any service that each local unit participating in the agreement is empowered to provide; and

WHEREAS, all fees pursuant to the Atlantic City Code Chapter 111, Section 111-12 (see attached), received from elevator inspections shall be shared between the City and the City of Atlantic City as follows: 20 percent to the City and 80 percent to the City of Atlantic City; and

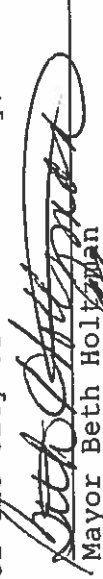
WHEREAS, the shared services agreement shall commence on the date this agreement is executed by all Parties and shall continue for a four (4) year term; and

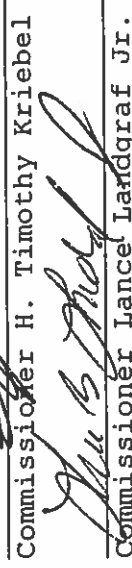
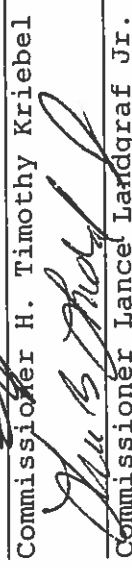
WHEREAS, each party to this inter-local shared services agreement shall have the right to terminate this agreement upon one hundred twenty (120) days written notice to the other party(ies).

NOW, THEREFORE, BE IT RESOLVED that the Mayor is duly authorized to negotiate and execute and the City Clerk to attest an inter-local shared services agreement for Elevator Inspection Services between the City and the City of Atlantic City to be approved as to form and executed by the City Solicitor pursuant to State approval.

This resolution shall take effect immediately upon passage.

Members of the Board of Commissioners  
of the City of Ventnor City, NJ

  
Mayor Beth Holyman

  
Commissioner H. Timothy Kriebel  
  
Commissioner Lancel Lardgraf Jr.

JUL 12 2017

Licensing & Inspections

AMENDED INTERLOCAL SHARED SERVICES AGREEMENT BETWEEN

THE CITY OF ATLANTIC CITY AND VENTNOR

This INTERLOCAL SHARED SERVICES AGREEMENT, executed on this 18 day of

July, 2017 is made and entered into by and between THE CITY OF VENTNOR (the "Recipient") and the CITY OF ATLANTIC CITY (the "Provider") with offices at 1301 Bacharach Boulevard, Atlantic City, New Jersey, 08401 (the "Recipient" and "Provider", hereinafter to as the "Parties") and it is established as follows:

WHEREAS, the Parties are desirous of sharing certain ELEVATOR INSPECTION SERVICES with other public entities to carry out certain ELEVATOR INSPECTIONS; and

WHEREAS, THE Recipient is desirous of sharing certain ELEVATOR INSPECTIONS with the Provider to carry out certain ELEVATOR INSPECTIONS within the City of Ventnor; and

WHEREAS, pursuant to the Uniform Shared Services Act (N.J.S.A. 40A:65-1, et seq., (the "Act") the Provider may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units.

WHEREAS, the Parties to this inter-local shared services agreement desire to enter into an agreement effective upon the execution of the Mayor of the City of Atlantic City, or his designee, and the Mayor of Ventnor, or her designee, which will allow the Parties to share elevator inspectors on an as needed basis.

WHEREAS, the Provider and Recipient have determined, that for reasons of efficiency and economy, that procuring said services from the Provider is prudent and fiscally sound; and

WHEREAS, the form and substance of this inter-local shared services agreement has been approved by the City of Atlantic City and the City of Ventnor.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree to the following terms and conditions.

**SECTION ONE  
SCOPE OF SERVICES**

Effective upon the execution of the Mayor of the City of Atlantic City, or his designee, and the Mayor of Ventnor or her designee, the Provider and the Recipient agree to share elevator inspector services on an as needed basis. Said elevator inspectors will perform services in accordance with N.J.A.C. 5:23-1, et seq., including, but not limited to, the following:

- The Provider shall furnish to the Recipient, Elevator Inspection Services pursuant to the “Act”; and
- It is expected that said duties will be performed by properly licensed employees of the Provider and shall be provided in a professional manner; and
- The Atlantic City Department of Licenses and Inspections pursuant to this Agreement shall maintain records of all call logs and activities conducted within the Recipient Municipality as may be required by and in accordance with the Laws of the State of New Jersey and the City of Ventnor.
- The Recipient shall notify the Provider’s Business Administrator, in a timely manner, of any complaints related to the nature, extent and quality of services provided to the Recipient by the Provider.

**SECTION TWO  
FEES**

All fees pursuant to Atlantic City Code Chapter 111, Section 111-12, received from elevator inspections shall be shared between the Provider and Recipient as follows: 80% to the Provider and 20% to the Recipient. See fee schedule attached.

This inter-local shared services agreement shall have no effect on Atlantic City's obligation to ensure that the City's elevator inspectors of each are licensed, certified, and trained in accordance with the laws of the State of New Jersey.

**SECTION THREE  
AGREEMENT PERIOD**

This inter-local shared services agreement shall commence on the date this agreement is executed by all Parties and shall continue for a four (4) year term.

**SECTION FOUR  
LEGAL RELATIONSHIP**

The Parties to this agreement understand and agree that at all times the City of Atlantic City is an independent body and the City of Ventnor is an independent body. No agency, employment, joint venture or partnership is created hereby or between the Parties hereto. Neither party hereto shall have any power or authority to act for the other in any manner to create obligations or debts which would bind the other party, and neither party hereto shall represent itself to be an agent, employee, joint venturer, or partner of the other.

**SECTION FIVE**  
**Indemnification by the Provider**

To the fullest extent allowed by law, the Provider agrees to save, defend, indemnify and hold harmless the Recipient, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of Recipient for all claims, losses, expenses and damages, including but not limited to court costs and reasonable attorney fees, which may be asserted against the Recipient arising out of the negligence or the negligent acts of the Provider, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Provider, while rendering services in connection with this Agreement.

**SECTION SIX**  
**Indemnification by the Recipient**

To the fullest extent allowed by law, The Recipient agrees to save, defend, indemnify and hold harmless the Provider, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Provider for all claims, losses, expenses and damages, including but not limited to court costs and reasonable attorney fees, which may be asserted against the Provider arising out of the negligence or the negligent acts of the Recipient, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Recipient while furnishing services in connection with this Agreement.

**SECTION SEVEN**  
**TERMINATION**

Each party to this inter-local shared services agreement shall have the right to terminate this agreement upon one hundred twenty (120) days written notice to the other party(ies).

**SECTION EIGHT  
LAW TO GOVERN CONTRACT**

It is agreed that this inter-local shared services agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Any dispute between the Parties that arises under this agreement shall be initiated in New Jersey Superior Court and no other.

**SECTION NINE  
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind shall be binding only if in writing signed by each party or an authorized representative of each party.

**SECTION TEN  
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.

**SECTION ELEVEN  
AGREEMENT TITLE**

The titles to the paragraphs of this agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions or this agreement.

This agreement is effective as of the date of the signatures of the Mayor of the City of Atlantic City and the Mayor of Ventnor.

ATTEST:

Paula Geletei  
Paula Geletei City Clerk

CITY OF ATLANTIC CITY  
Provider

Don Guardian  
Don Guardian, Mayor

ATTEST:

Lisa H. Hand  
Lisa H. Hand, City Clerk

CITY OF VENTNOR  
Recipient

Beth Holtzman  
Beth Holtzman, Mayor

The within agreement approved as to form.

7-28-17 Date

Michael J. Perugini  
Michael J. Perugini  
Deputy City Solicitor

# No. 73 Resolution of the City of Atlantic City

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

Factual contents certified to by

Deputy City Solicitor /s/ Michael J. Perugini

Director/s/ Dale L. Finch, Licensing & Inspections

Prepared by City Solicitor's Office

Council Members KURTZ & TIBBITT present the following Resolution:

**RESOLUTION APPROVING A SHARED SERVICES AGREEMENT  
BETWEEN ATLANTIC CITY, PLEASANTVILLE, VENTNOR CITY, MARGATE,  
LONGPORT  
and BRIGANTINE FOR ELEVATOR INSPECTION SERVICES**

**WHEREAS**, the City is desirous of occasionally sharing certain **ELEVATOR INSPECTION SERVICES** with other public entities to carry out certain inspections and enforcement procedures; and

**WHEREAS**, the cities of Atlantic City, Pleasantville, Ventnor City, Margate, Longport and Brigantine are desirous of sharing **ELEVATOR INSPECTION SERVICES** with the City to carry out certain inspections and enforcement procedures within the City; and

**WHEREAS**, N.J.A.C. 5:23-4.5(j) prohibits City-employed construction officials, code officials, sub-code officials, and inspectors from carrying out any inspection or enforcement procedure with respect to any property or business in which he or she, or any close relative or household member, or his or her superior within the City or any close relative or household member of such superior, has an economic interest; and

**WHEREAS**, where any such conflict of interest should arise, the City shall arrange for the inspection or enforcement procedure to be carried out by another local enforcing agency; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1, et seq., the City may enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

**WHEREAS**, all fees pursuant to City Code Chapter 111, Section 111-12, received from inspections shall be shared between the City and participating municipality as follows: 80% to the City and 20 % to the participating municipality. See fee schedule attached

**WHEREAS**, the shared service agreement shall be for a one year term taking effect March 1, 2017 and shall run to midnight, December 31, 2017, with the option to extend term for additional year(s); and



NOW, THEREFORE, BE IT RESOLVED that the Mayor is duly authorized to negotiate and execute and the City Clerk to attest an inter-local shared services agreement for ELEVATOR INSPECTION SERVICES between Atlantic City, Pleasantville, Ventnor City, Margate, Longport and Brigantine to be approved as to form and execution by the City Solicitor, pursuant to State approval.

SH July 28, 2017 3:19 PM

A-9408sh

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	AB.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	AB.	MOT.	SEC.
CHENG	X						MARSH	X					
DELGADO				X			RANDOLPH	X					X
GILLIAM	X						SHABAZZ	X					
KURTZ	X						TBBITI	X					X
SMALL, PRESIDENT													
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: FEBRUARY 08, 2017

/s/ Paula Geletei, City Clerk