

CITY OF VENTNOR CITY
RESOLUTION
No. 068 of 2017

**A RESOLUTION OF THE CITY OF VENTNOR, COUNTY OF ATLANTIC, STATE OF
NEW JERSEY AUTHORIZING THE CITY OF VENTNOR TO ENTER INTO AN
SHARED SERVICES AGREEMENT WITH THE CITY OF MARGATE CITY
PROVIDING FOR MUNICIPAL ENGINEERING SERVICES**

WHEREAS, the City of Ventnor (hereinafter “Ventnor”) is desirous to enter into a Services Agreement (hereinafter “Agreement”) with the City of Margate (hereinafter “Margate”) so as to provide for the services of a Municipal Engineer; and

WHEREAS, *N.J.S.A. 40A:65-1 et seq.* commonly known as “The Uniform Shared Services and Consolidation Act”, has been provided so as to enable municipalities and other governmental entities to enter into contracts with each other for the sharing of services; and

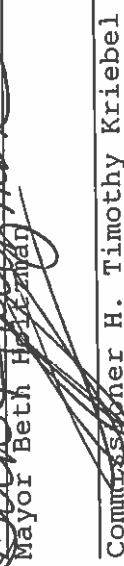
WHEREAS, an Agreement captioned, “Shared Services Agreement for Municipal Engineer Services”, has been prepared on behalf of Ventnor and Margate which Agreement provides for among other things, a duration from April 1, 2017 to December 31, 2017, subject to renewal by mutual consent of the parties evidenced by a Resolution by each municipality, compensation from Ventnor to Margate in the amount of \$49,500.00 for said period and other terms and conditions as outlined in said Agreement.

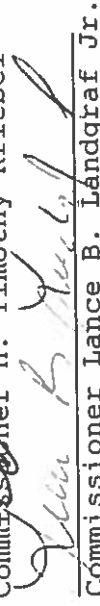
WHEREAS, the Governing Body of the City of Ventnor desires to implement the aforesaid Shared Services Agreement with the City of Margate City.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Ventnor, County of Atlantic and State of New Jersey that the Agreement detailed herein is approved and that the Mayor is hereby authorized to execute, on behalf of the City of Ventnor, the aforesaid Shared Services Agreement.

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


Mayor Beth Heitzman


Commissioner H. Timothy Kriebel


Commissioner Lance B. Landgraf Jr.

I, **LISA H. HAND**, City Clerk of the **CITY OF VENTNOR CITY**, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the **Ventnor City Board of Commissioners** held this 16th day of February, 2017 and in witness whereof I have hereunder set my hand and official seal on this date written.

Shared Services Agreement for Municipal Engineering Services

Incl This Agreement for the provision of Municipal Engineer services is made as of this 2nd day of February 2017, by and between the City of Margate City, a New Jersey Municipal Corporation, (hereinafter "Margate") and the City of Ventnor City, a New Jersey Municipal Corporation, (hereinafter "Ventnor") and the parties state:

WHEREAS, Ventnor has a need for a Municipal Engineer; and,

WHEREAS, Margate employs Roger McLarnon, P.E., who is qualified to serve as a Municipal Engineer and who is familiar with Ventnor; and,

WHEREAS, Margate agrees that Roger McLarnon, P.E, may serve as Ventnor's Municipal Engineer in accordance with the terms hereof; and,

WHEREAS, it is in the mutual interest of the cities of Ventnor and Margate to maintain a cooperative relationship and assist each other when possible; and,

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A 40A:65-1, et. seq. permits local units to enter into an agreement to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, and the City of Margate and the City of Ventnor desire to do same; and,

WHEREAS, Municipal Engineer services are services which both Ventnor and Margate are empowered to provide or receive within their own respective jurisdictions;

NOW, THEREFORE, the City of Margate City and the City of Ventnor City hereby agree as follows:

SECTION 1.

The above recitals are incorporated herein and made a part hereof.

SECTION 2.

Margate will permit Roger McLarnon, P.E. to serve as Ventnor's Municipal Engineer. The scope of his duties hereunder is as follows:

- a. Review general engineering issues and project matters as requested by Ventnor Municipal officials.
- b. Coordinate with Ventnor staff and contracted professionals as required to provide appropriate administration of Ventnor engineering issues and project matters.

c. The scope of duties does not include work associated with Planning and Zoning Board applications.

d. The anticipated hours per week devoted to these duties is sixteen (16) hours.

Ventnor will compensate Margate in the amount of \$49,500.00 for the period April 1, 2017 to December 31, 2017.

SECTION 3. EFFECTIVE DATE, DURATION OF CONTRACT, AMENDMENT AND TERMINATION

A. Effective Date

This Agreement shall become effective and binding upon passage of a resolution by the Governing Body of each of the municipalities party to this Agreement accepting the Agreement and authorizing its execution.

B. Duration

The Agreement shall remain in effect from April 1, 2017, and shall terminate December 31, 2017 unless renewed with the mutual consent of the parties hereto evidenced by a resolution passed by the Governing Body of each of the municipalities to this agreement.

C. Termination

Either participating municipality may terminate its participation herein by providing a 30 day written notice to the other party. Upon termination, all fees incurred by Ventnor up to the date of termination shall be paid in full.

SECTION 4. CONSTRUCTION OF THIS AGREEMENT; VENUE

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the Laws of the State of New Jersey. The Parties agree that any litigation which may ensue shall be instituted in the Superior Court of the State of New Jersey venued in Atlantic County.

SECTION 5. DISPUTE RESOLUTION

The parties agree to work as partners in effecting the purposes of this agreement and to attempt to resolve any dispute that may arise during the course of this joint undertaking by way of mediation with use of a mutually agreeable mediator with each party being responsible for its own costs and fees and equally sharing the cost and fees of the mediator.

SECTION 6. SEVERABILITY

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such as judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall be rendered.

SECTION 7. NOTICES


Any notices issued under or pursuant to this agreement shall be effective upon receipt by the party's respective City Clerk, at the following addresses:

City of Margate City:
Clerk, City of Margate
9001 Winchester Avenue
Margate, NJ 08402

City of Ventnor City:
Clerk, City of Ventnor
6201 Atlantic Avenue
Ventnor, NJ 08406


SIGNATURES:

The City of Margate




Johanna Casey
City Clerk

The City of Ventnor



Lisa Hand
City Clerk



Michael Becker
Mayor



Beth Holtzman
Mayor

- L1 B11W
- RFP
- OTHER

- Contingent
- 25%
- Balance
- Full

CERTIFICATION OF FUNDS

CONTRACTOR: City of Margate City

PURPOSE: Shared Services Agreement – Engineering Services

TERM: 2017

AMOUNT: \$49,500.00

PAYMENT METHOD LUMP SUM PROGRESS PERIODIC (Specify) _____

Funds for the above contract have been budgeted as follows:

ACCOUNT NUMBER	ACCOUNT TITLE	CONTRACT AMOUNT	TOTAL APPROPRIATION	AMOUNT AVAILABLE
7-01-20-165-236	Engineering – Other Professionals	\$49,500.00	\$100,000.00	\$75,678.00

I, the Chief Financial Officer of the City of Ventnor hereby certify that:

- () There are currently available appropriated funds in ordinance 2013-09 for payment on the above contract as noted above.
- () There are currently available appropriated funds in the 20 17 temporary budget for payment on the above contract as noted above.
- Payment for the balance of the contract from to 20 is contingent upon the appropriation and encumbrance of sufficient funds in the final budget for 20 . Upon adoption of the final budget, supplementary certifications of funds shall be filed with the Clerk of the commission as required by law.
- () Payment on the above contract in the amount of \$ to is contingent upon appropriation and encumbrance of sufficient funds in the temporary and final budgets for 20 . Upon adoption of the temporary and final budgets for 20 supplementary certifications of funds shall be filed with either the Clerk of the Commission as required by law.

() The reduction of the above contract has been unencumbered and made available for expenditure for other purposes

Toro Aboderin _____ Date 02/16/2017
 Toro Aboderin, Treasurer/CFO

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