

CITY OF VENTNOR CITY
RESOLUTION
No. 104 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 ATLANTIC COUNTY IMPROVEMENT AUTHORITY TO ASSIST ITS ENGINEERING EFFORTS AS DESCRIBED IN ATTACHED SHARED SERVICE AGREEMENT

WHEREAS, the City of Ventnor (hereinafter “Ventnor”) is desirous to enter into a Shared Services Agreement (hereinafter “Agreement”) with the Atlantic County Improvement Authority (hereinafter “ACIA”) so as to provide for the services of assist its Engineering efforts with the coordination of existing consultants currently under contract, and future projects with the City for design and project management services and defining and writing the scope of future City projects.

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 Service Agreement between City of Ventnor and the Atlantic County Improvement Authority, which Agreement provides for among other things, a duration from April 1, 2017 to March 31, 2018, subject to renewal by mutual consent of the parties evidenced by a Resolution by each municipality, compensation from Ventnor to ACIA in the amount not to exceed \$10,000 for said period and other terms and conditions as outlined in said Agreement.

WHEREAS, a certificate of Availability of Funds issued by the Municipal Chief Financial Officer shall be attached hereto; and

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

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 Holtzman


Commissioner H. Timothy Kriebel


Commissioner Lance D. 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 March, 2017 and in witness whereof I have hereunder set

- BID
- RFP
- OTHER

- Contingent
- 25%
- Balance
- Full

CERTIFICATION OF FUNDS

CONTRACTOR: Atlantic County Improvement Authority

PURPOSE: Shared Services Agreement – Engineering Services

TERM: 2017

AMOUNT: Not to Exceed \$10,000.00

PAYMENT METHOD LUMP SUM PROGRESS PERIODIC (Specify) _____

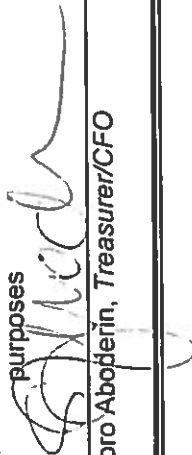
Funds for the above contract have been budgeted as follows:

ACCOUNT NUMBER	ACCOUNT TITLE	CONTRACT AMOUNT	TOTAL APPROPRIATION	AMOUNT AVAILABLE
7-01-20-165-236	Engineering – Other Professionals	\$10,000.00	\$100,000.00	\$85,678.00

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 \$ _____ which shall be payable during the future fiscal year(s) from _____ 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, Treasurer/CFO

03/16/2017
Date

SHARED SERVICES AGREEMENT BETWEEN CITY OF VENTNOR AND
ATLANTIC COUNTY IMPROVEMENT AUTHORITY

This SHARED SERVICES AGREEMENT "Agreement" dated this day 16 of March, 2017 between the ATLANTIC COUNTY IMPROVEMENT AUTHORITY, County of Atlantic, State of New Jersey with offices located at 1333 Atlantic Avenue, Suite 700, Atlantic City, New Jersey 08401 (hereinafter referred to as "ACIA") and the CITY OF VENTNOR, City Hall, County of Atlantic, State of New Jersey having an address at 6201 Atlantic Avenue, Ventnor, NJ 08406 (hereinafter referred to as "City")

BACKGROUND

- A. The City is a Municipal Corporation; and
- B. The ACIA, a political subdivision of the State of New Jersey and an instrumentality of Atlantic County, established pursuant to N.J.S.A. 40:37A-44 et seq., having offices at 1333 Atlantic Avenue, Suite 700, Atlantic City, NJ (hereinafter referred to as "ACIA") is a legal entity which provides such services; and
- C. ACIA submitted a proposal for the scope of services ("Attachment 1") to the City to assist the City's Engineering Department in planning, design, permitting and monitoring of municipal infrastructure and facilities projects; and
- D. The Commissioners of the City desires to engage ACIA for the purpose of assisting the City's Engineering Department for some or all of the proposed scope of services identified in Attachment 1 in planning, design, permitting and monitoring of municipal infrastructure and facilities projects; and
- E. The Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes such legal entities to enter into a shared services agreement with each other to subcontract a service which the parties to an agreement are empowered to render within a certain jurisdiction; and
- F. The City and ACIA are desirous of entering into this Agreement to authorize the ACIA to provide certain engineering services so as to assist the City as aforesaid.

NOW, THEREFORE, BE IT RESOLVED that based on the forgoing Background and in consideration of mutual promises and covenants of the parties as set forth below, ACIA and City hereby agree as follows:

1. Scope of Services: City requires ACIA to assist its Engineering efforts with the coordination of existing consultants currently under contract, and future projects with the City for design and project management services and defining and writing the scope of future City projects. The City anticipates requiring the services of the Authority as needed in accordance with the proposed Scope of Services further identified in Attachment 1.

2. Compensation: Under this agreement the ACIA will provide the services as needed of its Director of Projects at an hourly rate of \$65.00, a Project Manager at an hourly rate of \$45.00 and an Administrative Assistant at a rate of \$24.00 per hour for a total amount not to exceed \$ 10,000.00. Any additional expenditure of time by the ACIA employees requires the specific approval of the Executive Director and the City on terms and conditions to be mutually agreed upon by and between the parties hereto.

3. Additional Terms and Covenants:

- a) The City to ACIA. The City shall make payment to ACIA as soon as practicable following receipt of any invoices or statements for services rendered hereunder.
- b) Term. The parties agree that the project term is one (1) year from April 1, 2017.
- c) Severability. Should any of the provisions of this Agreement be held invalid or unenforceable by Court of competent jurisdiction, said provisions shall be severed from the entire Agreement and the remaining provisions of the Agreement shall remain in full force and effect.
- d) Entire Agreement. This Agreement represents the entire Agreement between the parties and this Agreement may not be altered, modified or changed in any manner except upon a duly executed and authorized writing signed between the parties.
- e) Governing Law. This Agreement shall be governed and construed pursuant to the laws of the State of New Jersey and any litigation brought in relation to this Agreement shall be brought in the Superior Court of New Jersey in Atlantic County.
- f) Default. Either party has any and all rights pursuant to law if the other party defaults pursuant to this Agreement. A party shall be considered in default if they have not honored any of the terms or conditions as set forth in this Agreement prior to any defaulting declared, a party must receive at least fourteen (14) days advance notice of said default.
- g) Waiver. The parties understand and agree that any action or inaction concerning any of the terms or conditions of this Agreement by either party shall not be considered a waiver of any rights by said party including the right to allege such action or inaction, if not corrected is a default pursuant to the terms of this Agreement.
- h) Indemnification. The City and ACIA agree to protect, defend, indemnify and save harmless one another and all of said parties' officers, agents and employees from any

and all losses, claims, actions, costs, expenses, and judgments arising out of the sole negligence of either the City or ACIA or any employees, agents or officers thereof or acting on said parties behalf, related to the performance of the work contemplated by this Agreement.

- i) Notices. All notices, demands, requests, consents, certificates, waivers or other communications from either Party to the other with respect to this agreement shall be in writing and shall be effective if sent (a) by a recognized national overnight courier providing receipted proof of delivery, (b) by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by hand delivery with receipt obtained:

As to ACIA:

Atlantic County Improvement Authority
1333 Atlantic Avenue
Suite 700
Atlantic City, New Jersey 08401

With copy to:

Randolph C. Lafferty, Esquire
Cooper Levenson PA
1125 Atlantic Avenue
Suite 300
Atlantic City, New Jersey 08401

As to City:

Office of the Mayor
City of Ventnor
City Hall
6201 Atlantic Avenue,
Ventnor, NJ 08406

With copy to:

Timothy McGuire, Esquire
McGuire & McGuire
200 Jackson Avenue
Northfield, NJ 08225

or to such other address as the Party to receive notice may from time to time designate by written notice to the other in the manner above described. Notices sent by registered or certified mail shall be effective three (3) Business Days after mailing. Notices sent by a nationally recognized overnight courier and hand delivery shall be effective on the date of delivery if delivered during a Business Day, or on the next Business Day if not delivered during a Business Day. For purposes of this section the term "Business Day" shall exclude Saturdays, Sundays and all national or holidays of the State of New Jersey.

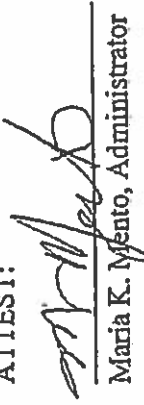
- j) Counterparts and/or Facsimile Signature. This Contract may be executed in any

number of counterparts, including counterparts transmitted by telecopier or FAX, any one of which shall constitute an original of this Contract. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

i) Copies to Be Used As Originals. Any copies of the Agreement once signed may be deemed to be originals for any purposes.

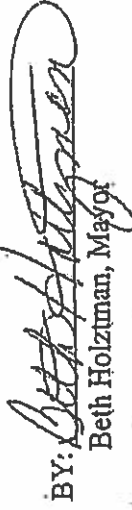
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the 29th day of March, 2017.

ATTEST:



Maria K. Mento, Administrator

CITY OF VENTNOR

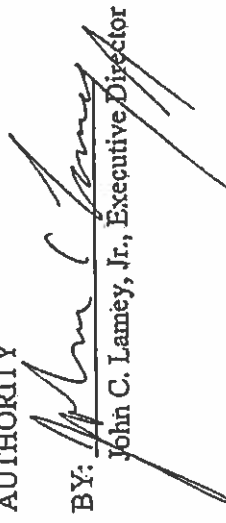
BY: 
Beth Holzman, Mayor

ATTEST:



Lisa Duffner, Executive Assistant

ATLANTIC COUNTY IMPROVEMENT
AUTHORITY

BY: 
John C. Lamey, Jr., Executive Director

ATTACHMENT 1

Proposed Scope of Services

The Atlantic County Improvement Authority proposes to assist the City of Ventnor in planning, design, permitting and monitoring of municipal infrastructure and facilities projects. The City and the Authority will define the required services from the list below on a project by project basis.

Bid/Award

- Develop Project manual "Front End " Documents
- Advertise Bid Documents
- Schedule and Chair Pre-Bid Conference
- Prepare and Distribute Pre – Bid minutes
- Coordinate Responses for Requests for Clarification
- Assist in Preparation of Addenda
- Distribute Addenda
- Coordinate Receipt of Bids
- Assist in Determination of Award(s)
- Assist in Contract(s) Preparation and Distribution
- Assist in Preparation of Notice(s) to Proceed-
- Maintain Detailed Project Files Related to this Phase

Construction Administration

- Schedule and Chair Pre-Construction Meeting
- Prepare and Distribute Minutes of Pre-Construction Meeting
- Schedule and Chair Job Progress Meetings (JPM)
- Prepare and Distribute JPM minutes
- Verify Subcontractors List
- Review Contractors' Schedule of Values
- Evaluate Contractors' Application for Payment, coordinate with A/E, RE: Certification of Applications
- Review and Evaluate Contractors' Progress Schedule
- Review and Recommend A/E Invoices to owner
- Track Contractors' Submittals to and from A/E
- Distribute Contractor
- Maintain Field Observation Reports
- Submit Field Observation Reports to owner on a weekly basis
- Assist in Scheduling Inspections, Construction Photographs, and the Implementation of Site Safety Plan and Site Security Plan
- Maintain Detailed Project Files Related to this Phase

Project Initiation

- Prepare RFP for Design (A/E) Services
- Advertise RFP for A/E services
- Participate in the Selection of A/E firm

- Review and Provide Input on Contract for Design Services or Execute Contract with Selected A/E
- Monitor Detailed Design Schedule (from A/E)
- Prepare Project Directory
- Prepare and Submit a Monthly Status Report
- Maintain Detailed Project Files Related to this Phase

In the execution of the agreement the Authority will provide the following personnel as appropriate to the specific task:

<u>Personnel</u>	<u>Hourly Rate</u>
Director of Projects	\$65.00
Project Manager	\$45.00
Administrative Assistant	\$24.00

SHARED SERVICES AGREEMENT BETWEEN CITY OF VENTNOR AND
ATLANTIC COUNTY IMPROVEMENT AUTHORITY

This **SHARED SERVICES AGREEMENT** "Agreement" dated this day 16 of March, 2017 between the **ATLANTIC COUNTY IMPROVEMENT AUTHORITY**, County of Atlantic, State of New Jersey with offices located at 1333 Atlantic Avenue, Suite 700, Atlantic City, New Jersey 08401 (hereinafter referred to as "ACIA") and the **CITY OF VENTNOR**, City Hall, County of Atlantic, State of New Jersey having an address at 6201 Atlantic Avenue, Ventnor, NJ 08406 (hereinafter referred to as "City")

BACKGROUND

- A. The City is a Municipal Corporation; and
- B. The ACIA, a political subdivision of the State of New Jersey and an instrumentality of Atlantic County, established pursuant to N.J.S.A. 40:37A-44 et seq., having offices at 1333 Atlantic Avenue, Suite 700, Atlantic City, NJ (hereinafter referred to as "ACIA") is a legal entity which provides such services; and
- C. ACIA submitted a proposal for the scope of services ("Attachment 1") to the City to assist the City's Engineering Department in planning, design, permitting and monitoring of municipal infrastructure and facilities projects; and
- D. The Commissioners of the City desires to engage ACIA for the purpose of assisting the City's Engineering Department for some or all of the proposed scope of services identified in Attachment 1 in planning, design, permitting and monitoring of municipal infrastructure and facilities projects; and
- E. The Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes such legal entities to enter into a shared services agreement with each other to subcontract a service which the parties to an agreement are empowered to render within a certain jurisdiction; and
- F. The City and ACIA are desirous of entering into this Agreement to authorize the ACIA to provide certain engineering services so as to assist the City as aforesaid.

NOW, THEREFORE, BE IT RESOLVED that based on the forgoing Background and in consideration of mutual promises and covenants of the parties as set forth below, ACIA and City hereby agree as follows:

1. Scope of Services: City requires ACIA to assist its Engineering efforts with the coordination of existing consultants currently under contract, and future projects with the City for design and project management services and defining and writing the scope of future City projects. The City anticipates requiring the services of the Authority as needed in accordance with the proposed Scope of Services further identified in Attachment 1.

2. **Compensation:** Under this agreement the ACIA will provide the services as needed of its Director of Projects at an hourly rate of \$65.00, a Project Manager at an hourly rate of \$45.00 and an Administrative Assistant at a rate of \$24.00 per hour for a total amount not to exceed \$ _____. Any additional expenditure of time by the ACIA employees requires the specific approval of the Executive Director and the City on terms and conditions to be mutually agreed upon by and between the parties hereto.

3. **Additional Terms and Covenants:**

- a) **The City to ACIA.** The City shall make payment to ACIA as soon as practicable following receipt of any invoices or statements for services rendered hereunder.
- b) **Term.** The parties agree that the project term is one (1) year from April 1, 2017.
- c) **Severability.** Should any of the provisions of this Agreement be held invalid or unenforceable by Court of competent jurisdiction, said provisions shall be severed from the entire Agreement and the remaining provisions of the Agreement shall remain in full force and effect.
- d) **Entire Agreement.** This Agreement represents the entire Agreement between the parties and this Agreement may not be altered, modified or changed in any manner except upon a duly executed and authorized writing signed between the parties.
- e) **Governing Law.** This Agreement shall be governed and construed pursuant to the laws of the State of New Jersey and any litigation brought in relation to this Agreement shall be brought in the Superior Court of New Jersey in Atlantic County.
- f) **Default.** Either party has any and all rights pursuant to law if the other party defaults pursuant to this Agreement. A party shall be considered in default if they have not honored any of the terms or conditions as set forth in this Agreement prior to any defaulting declared, a party must receive at least fourteen (14) days advance notice of said default.
- g) **Waiver.** The parties understand and agree that any action or inaction concerning any of the terms or conditions of this Agreement by either party shall not be considered a waiver of any rights by said party including the right to allege such action or inaction, if not corrected is a default pursuant to the terms of this Agreement.
- h) **Indemnification.** The City and ACIA agree to protect, defend, indemnify and save harmless one another and all of said parties' officers, agents and employees from any

and all losses, claims, actions, costs, expenses, and judgments arising out of the sole negligence of either the City or ACIA or any employees, agents or officers thereof or acting on said parties behalf, related to the performance of the work contemplated by this Agreement.

- i) Notices. All notices, demands, requests, consents, certificates, waivers or other communications from either Party to the other with respect to this agreement shall be in writing and shall be effective if sent (a) by a recognized national overnight courier providing receipted proof of delivery, (b) by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by hand delivery with receipt obtained:

As to ACIA:
Atlantic County Improvement Authority
1333 Atlantic Avenue
Suite 700
Atlantic City, New Jersey 08401

With copy to:
Randolph C. Lafferty, Esquire
Cooper Levenson PA
1125 Atlantic Avenue
Suite 300
Atlantic City, New Jersey 08401

As to City:
Office of the Mayor
City of Ventnor
City Hall
6201 Atlantic Avenue,
Ventnor, NJ 08406

With copy to:
Timothy McGuire, Esquire
McGuire & McGuire
200 Jackson Avenue
Northfield, NJ 08225

or to such other address as the Party to receive notice may from time to time designate by written notice to the other in the manner above described. Notices sent by registered or certified mail shall be effective three (3) Business Days after mailing. Notices sent by a nationally recognized overnight courier and hand delivery shall be effective on the date of delivery if delivered during a Business Day, or on the next Business Day if not delivered during a Business Day. For purposes of this section the term "Business Day" shall exclude Saturdays, Sundays and all national or holidays of the State of New Jersey.

- j) Counterparts and/or Facsimile Signature. This Contract may be executed in any

number of counterparts, including counterparts transmitted by telecopier or FAX, any one of which shall constitute an original of this Contract. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

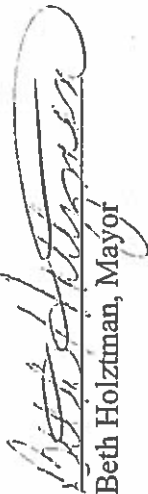
- i) Copies to Be Used As Originals. Any copies of the Agreement once signed may be deemed to be originals for any purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the _____ day of _____, 2017.

ATTEST:

Maria K. Mento, Administrator

CITY OF VENTNOR

BY: 
Beth Holzman, Mayor

ATTEST:

Lisa Duffner, Executive Assistant

ATLANTIC COUNTY IMPROVEMENT
AUTHORITY

BY: _____
John C. Lamey, Jr., Executive Director

ATTACHMENT I
Proposed Scope of Services

The Atlantic County Improvement Authority proposes to assist the City of Ventnor in in planning, design, permitting and monitoring of municipal infrastructure and facilities projects. The City and the Authority will define the required services from the list below on a project by project basis.

Bid/Award

- Develop Project manual "Front End" Documents
- Advertise Bid Documents
- Schedule and Chair Pre-Bid Conference
- Prepare and Distribute Pre – Bid minutes
- Coordinate Responses for Requests for Clarification
- Assist in Preparation of Addenda
- Distribute Addenda
- Coordinate Receipt of Bids
- Assist in Determination of Award(s)
- Assist in Contract(s) Preparation and Distribution
- Assist in Preparation of Notice(s) to Proceed-
- Maintain Detailed Project Files Related to this Phase

Construction Administration

- Schedule and Chair Pre-Construction Meeting
- Prepare and Distribute Minutes of Pre-Construction Meeting
- Schedule and Chair Job Progress Meetings (JPM)
- Prepare and Distribute JPM minutes
- Verify Subcontractors List
- Review Contractors' Schedule of Values
- Evaluate Contractors' Application for Payment, coordinate with A/E, RE: Certification of Applications
- Review and Evaluate Contractors' Progress Schedule
- Review and Recommend A/E Invoices to owner
- Track Contractors' Submittals to and from A/E Distribute Contractor
- Maintain Field Observation Reports
- Submit Field Observation Reports to owner on a weekly basis
- Assist in Scheduling Inspections, Construction Photographs, and the Implementation of Site Safety Plan and Site Security Plan
- Maintain Detailed Project Files Related to this Phase

Project Initiation

- Prepare RFP for Design (A/E) Services
- Advertise RFP for A/E services
- Participate in the Selection of A/E firm

- Review and Provide Input on Contract for Design Services or Execute Contract with Selected A/E
- Monitor Detailed Design Schedule (from A/E)
- Prepare Project Directory
- Prepare and Submit a Monthly Status Report
- Maintain Detailed Project Files Related to this Phase

In the execution of the agreement the Authority will provide the following personnel as appropriate to the specific task:

<u>Personnel</u>	<u>Hourly Rate</u>
Director of Projects	\$65.00
Project Manager	\$45.00
Administrative Assistant	\$24.00