

# Resolution of the City of Atlantic City

No. 508

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

Factual contents certified to by

Deputy City Solicitor /s/ Michael J. Perugini  
Solicitor /s/ Anthony A. Swan

City

Prepared by City Solicitor's Office

Council Member SHABAZZ presents the following Resolution:

## RESOLUTION AUTHORIZING USE AND OCCUPANCY AGREEMENT BETWEEN THE CITY OF ATLANTIC CITY AND THE NEW JERSEY OFFICE OF ADMINISTRATIVE LAW

**WHEREAS**, the City is the site owner of property 2715 Atlantic Ave , Atlantic City, and is also the location of the City of Atlantic City Municipal Court; and

**WHEREAS**, the New Jersey Office of Administration Law has requested the use of the Municipal Court , Courtroom No. 3 to hold its hearings on Fridays between 9:00 am -2:00 pm; and

**WHEREAS**, the Office of Administrative Law intends to provide its own security for each court session, and support staff; and

**NOW, THEREFORE BE IT RESOLVED** the City is willing to accommodate the Office of Administrative Law and the Parties intend in the attached Agreement set forth the terms and conditions under which the City shall allow the Office of Administration Law temporary and limited use of Property.

tc September 13, 2017 10:01 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.
CHENG	X						MARSH	X					
DELGADO	X						RANDOLPH	X					X
GILLIAM	X						SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
SMALL, 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: SEPTEMBER 6, 2017

/s/ Paula Geletei, City Clerk

K-9525 TC

## USE AND OCCUPANCY AGREEMENT

This Use and Occupancy Agreement ("Agreement") is made as of the 13 day of September, 2017 by and between the **CITY OF ATLANTIC CITY**, whose address is 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 (hereinafter referred to as "City") and the **NEW JERSEY OFFICE OF ADMINISTRATIVE LAW**, a public agency established in, but not of, the Department of the Treasury of the State of New Jersey, and existing under and by virtue of the laws of the State of New Jersey, with its offices located at Trenton (Mercerville) Office, Office of Administrative Law, 9 Quakerbridge Plaza, Mercerville (Hamilton Twp.), New Jersey 08619, (hereinafter referred to as "OAL"). The OAL and the City may be referred to hereinafter singly as a "Party" and collectively as the "Parties".

### Recitals

A. The City as the site owner of property located at 2715 Atlantic Avenue, Atlantic City, NJ 08401, and is also the location of the City of Atlantic City Municipal Court.

B. The Municipal Court of the City of Atlantic City has available for the use by the OAL, Municipal Courtroom No. 3 (hereinafter referred to as the "Property") to hold its hearings on Fridays between 9:00 a.m. and 2:00 p.m.

C. The OAL intends to provide its own security for each court session and to also provide all support staff.

D. The use of the Property by the OAL will not interfere with the City of Atlantic City's Municipal Court sessions or related operations of the Municipal Court Clerk.

E. OAL Judges request the use of the back entrance and rear parking lot.

F. The City is willing to accommodate the OAL and the Parties intend this Agreement to set forth the terms and conditions under which the City shall allow the OAL temporary and limited use of the Property.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The OAL will be permitted to use the Property on Fridays between the hours of 9:00 a.m. and 2:00 p.m. subject to the terms and conditions of this Agreement. No other person or entity shall be permitted to use or occupy the Property.
2. The OAL shall provide its own security for each court session and to also provide all support staff.
3. OAL judges and support staff shall be accorded use of the back entrance and rear parking lot.

4. The use of the Property by the OAL will not interfere with the City of Atlantic City's Municipal Court sessions or related operations of the Municipal Court Clerk.
5. No legal title or leasehold interest in the Property shall be deemed or construed, created or vested in the OAL by this Agreement. The OAL shall occupy the Property as a licensee with a revocable license. It is expressly understood and agreed that the OAL is not a tenant, the City is not a landlord, and the OAL does not have any rights, whatsoever, as may exist under applicable Landlord – Tenant law or any other similar State or local laws or regulations.
6. The OAL shall pay to the City, a yearly use and occupancy fee equal to \$1.00 per year or portion thereof during the term of this Agreement.
7. The OAL's right to use and occupy the Property in accordance with this Agreement shall begin upon execution by each party of this Agreement and shall automatically terminate upon completion of a 12 month term unless each party agrees to extend for another 12 month term (the "Termination"). The initial term is a 12 month term from the effective date. The effective date shall be the date the Agreement is fully executed. Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party. Any and all City access cards shall be immediately returned to the City upon termination of this Agreement.
8. During the period that the OAL uses and occupies the Property under this Agreement, the OAL, at its sole cost and expense, shall be responsible for any and all costs associated with conducting hearings and the use of the Property.
9. In case of the destruction or damage of any kind whatsoever to the Property or any portion thereof, other than due to the City's sole negligence, which results in the OAL not being able to use its designated portion of the Property, the OAL shall immediately, as practical, vacate the Property.
10. The OAL hereby releases the City from any and all responsibility or liability, whatsoever, for any loss or damage to the OAL's personal property or injury to third parties caused by and during the OAL's use or occupancy of the Property. The OAL further agrees to indemnify, defend and hold the City, its members and employees harmless from and against any loss, claims, expense or liability, including attorney's fees, arising out of or related to the loss or damage to the Property, any personal property or injury or harm to third persons resulting from of or related to the OAL's use and occupancy hereunder.

All notices shall be sent by certified mail, return receipt requested, to all Parties and are deemed received when sent. Notices shall be sent to the addresses of the City and the OAL as set forth in this Agreement. Each party's contact information is as follows:

Office of Administrative Law: Laura Sanders, Director and Chief Law Judge  
P.O. Box 049  
Trenton, NJ 08625-0049  
(609) 689-4001

laura.sanders@oal.nj.gov

City of Atlantic City:

Jason Holt, Business Administrator  
City Hall- Room 703  
1301 Bacharach Blvd.  
Atlantic City, NJ 08401  
(609) 347-5540  
jasonholt@cityofatlanticcity.org

Gina Y. Holmes, Court Director  
Atlantic City Municipal Court  
2715 Atlantic Avenue  
Atlantic City, NJ 08401  
(609) 347-5567  
gina.holmes@njcourts.gov

11. This Agreement is binding on and shall inure to the benefit of the Parties, their successors, and assigns. Notwithstanding anything to the contrary herein, the OAL acknowledges and agrees that the OAL shall not have the right to assign this Agreement.
12. This Agreement contains the entire agreement of the Parties as it pertains to the use and occupancy of the Property and shall not be modified, altered or changed unless in writing and signed and delivered by all the parties hereto.
13. This Agreement has been entered into solely for the benefit of the Parties. The Parties, by entering into this Agreement, do not intend to benefit any other third party and do not intend to bestow upon any third party any rights or entitlement. The Parties do not intend to create a right in any third party to compel performance of, or to otherwise assert any rights hereunder.
14. This Agreement may be signed in counterparts, all of which when taken together shall constitute a single agreement.
15. This Agreement shall not be recorded by the OAL. The filing or recordation of this Agreement in violation of this provision shall be deemed a default of this Agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

***[SIGNATURES ON THE FOLLOWING PAGE.]***

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth on the first page hereof.

Witness: **NEW JERSEY OFFICE OF ADMINISTRATIVE LAW**

\_\_\_\_\_  
By: *Laura Sanders*  
By: Laura Sanders  
Title: Director and Chief Law Judge

Approved as to the form of the Agreement by \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Witness: **THE CITY OF ATLANTIC CITY**

*Paula Grelotti*  
\_\_\_\_\_  
9/13/2017  
*Donald Guardian*  
\_\_\_\_\_  
By: Donald Guardian  
Title: Mayor

Approved as to the form of the Agreement by the city of Atlantic City Solicitor's Office

*[Signature]*  
\_\_\_\_\_  
Date: 9-13-17