

Ordinance of the City of Jersey City, N.J.

File No. Ord. 23-081
Agenda No. 3.4 (1st Reading)
Agenda No. 4.6 (2nd Reading and Final Passage)



AN ORDINANCE (1) AMENDING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE VI, (DEPARTMENT OF ADMINISTRATION) SECTION 41 (POWERS AND DUTIES OF THE BUSINESS ADMINISTRATOR) OF THE JERSEY CITY MUNICIPAL CODE TO AUTHORIZE THE BUSINESS ADMINISTRATOR TO EXECUTE LICENSE AGREEMENTS WITH OWNERS OF HIGH-RISE BUILDINGS UNDER CONSTRUCTION TO PERMIT THE DIVISION OF FIRE AND EMERGENCY SERVICES TO CONDUCT HIGH-RISE CRANE OPERATOR RESCUE TRAINING AND FIRE SUPPRESSION SYSTEM TRAINING, AND (2) APPROVING A FORM LICENSE AGREEMENT FOR HIGH-RISE CRANE OPERATOR RESCUE TRAINING AND FIRE SUPPRESSION SYSTEM TRAINING.

COUNCIL AS A WHOLE offered and moved adoption of the following ordinance:

WHEREAS, the Department of Public Safety provides training for all firefighters in the Division of Fire and Emergency Services (“Division”); and

WHEREAS, there are a number of high-rise buildings under construction in Jersey City that require the use of high-rise cranes; and

WHEREAS, Property owners contact the Division to provide rescue services if a crane operator becomes incapacitated while operating a crane; and

WHEREAS, in order to ensure the safety of Division personnel who perform rescue operations, the Division desires to conduct rescue training at construction sites that utilize high-rise cranes; and

WHEREAS, a fire occurring in a building under construction creates a number of serious risks and hazards to firefighters; and

WHEREAS, in order to improve the safety of Division personnel responding to a fire at a building under construction, the Division desires to conduct fire suppression system training at buildings under construction; and

WHEREAS, a property owners require the City of Jersey City (“City”) to enter into license agreements that indemnify the property owners while the Division conducts high-rise crane rescue training and fire suppression system training at construction sites; and

WHEREAS, due to the substantial number buildings under construction in Jersey City and construction site building schedules, there is often a short timeframe to execute the license agreements required by the property owners; and

WHEREAS, it is in the City’s best interest to authorize the Business Administrator to execute license agreements with property owners permitting the Division to perform high-rise crane rescue training and fire suppression system training independently without having to obtain the Municipal Council’s approval for these agreements; and

WHEREAS, N.J.S.A. 40A:11-14 allows the governing body, subject to the requirements of law, to prescribe the form and manner in which contracts and agreements shall be made and executed; and

WHEREAS, consistent with N.J.S.A. 40A:11-14 Chapter 3, Article VI, Section 41 should be amended to give the Business Administrator blanket authority to execute license agreements with property owners so that the Division may conduct high-rise crane rescue training and fire suppression system training; and

APPROVED AS TO LEGAL FORM



Business Administrator



Corporation Counsel

An Ordinance (1) Amending Chapter 3, (Administration of Government) Article VI, (Department of Administration) Section 41 (Powers and Duties of the Business Administrator) of the Jersey City Municipal Code to authorize the Business Administrator to execute license agreements with owners of high-rise buildings under construction to permit the Division of Fire and Emergency Services to conduct High-rise Crane Operator Rescue Training and Fire Suppression System Training, and (2) Approving a form license agreement for High-rise Crane Operator Rescue Training and Fire Suppression System Training.

WHEREAS, the Business Administrator shall employ the form license agreement approved by the Municipal Council so that the Division can conduct high-rise crane rescue training and fire suppression system training; and **WHEREAS**, a proposed form license agreement is attached as Exhibit "A" and contains the following provisions: (1) that the City's Division of Fire and Emergency Services personnel shall have the right to conduct high-rise crane rescue training at a property owner's construction site; (2) the City shall indemnify the property owner, as well as the owner's officers, directors, employees and agents, against the risk of property damage and loss of life arising out of the City's training at the construction site, and (3) the City shall include the property owner as an additional insured on its Commercial General Liability policy subject to a \$1,000,000.00 limit per occurrence and in the aggregate.

WHEREAS, it is in the City's best interest to approve this form license agreement in order to ensure the safety of Division personnel who may need to perform high-rise crane rescue operations and who may need to respond to fires at buildings under construction.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that Chapter 3, Article VI, Section 41 shall be amended to read:

§ 3-41. - Powers and duties of Business Administrator.

- A. The Business Administrator shall be the chief administrative officer of the City and shall exercise the powers and duties of the Department of Administration.
- B. The Business Administrator shall under the direction and supervision of the Mayor:
 - (1) Assist in the preparation of the budget.
 - (2) Administer a purchasing and general service system.
 - (3) Supervise the activities of those divisions and offices within the Department of Administration.
 - (4) Perform such other duties as the Mayor may prescribe.
- C. The Business Administrator shall also, subject to the direction of the Mayor, supervise the administration of each of the departments established by this Administrative Code. For this purpose, he or she shall have the power to investigate the organization and operation of all departments, to prescribe standards and rules of administrative practice and procedure and to consult with the heads of the departments under his or her jurisdiction, provided that, with respect to the Department of Law and the Division of Accounts and Control, the authority of the Business Administrator shall extend only to matters of budgeting, personnel and purchasing.
- D. Certification. Each year the Mayor or Business Administrator shall certify to the Municipal Council and the Tax Assessor that each financial agreement with each urban renewal entity has been entered into and is in effect pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.
- E. Consistent with N.J.S.A. 40A:11-14, the Business Administrator is empowered to execute license agreements with all private propertyowners willing to permit the Fire Division of the Public Safety Department exclusive use their buildings for fire training purposes. The Business Administrator shall execute the form agreement on file in the office of the City Clerk.
- F. Consistent with N.J.S.A. 40A:11-14, the Business Administrator is empowered to execute license agreements with private property owners so that the Division of Fire and Emergency Services may perform high-rise crane rescue training and fire suppression system training.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Municipal Council of the City of Jersey City that the form license agreement attached hereto as Exhibit "A" which will permit the Division of Fire and Emergency Services to perform high-rise crane rescue training and fire suppression system training at various properties, is hereby approved subject to any modifications deemed necessary by the Corporation Counsel.

- I. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect at the time and in the manner as provided by law.

An Ordinance (1) Amending Chapter 3, (Administration of Government) Article VI, (Department of Administration) Section 41 (Powers and Duties of the Business Administrator) of the Jersey City Municipal Code to authorize the Business Administrator to execute license agreements with owners of high-rise buildings under construction to permit the Division of Fire and Emergency Services to conduct High-rise Crane Operator Rescue Training and Fire Suppression System Training, and (2) Approving a form license agreement for High-rise Crane Operator Rescue Training and Fire Suppression System Training.

IV. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repeals of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

An Ordinance (1) Amending Chapter 3, (Administration of Government) Article VI, (Department of Administration) Section 41 (Powers and Duties of the Business Administrator) of the Jersey City Municipal Code to authorize the Business Administrator to execute license agreements with owners of high-rise buildings under construction to permit the Division of Fire and Emergency Services to conduct High-rise Crane Operator Rescue Training and Fire Suppression System Training, and (2) Approving a form license agreement for High-rise Crane Operator Rescue Training and Fire Suppression System Training.

RECORD OF COUNCIL VOTE ON INTRODUCTION – Aug 16 2023						
RIDLEY	AYE	SALEH	AYE	DEGISE	AYE	9-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES	AYE	

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING – Sep 7 2023						
RIDLEY	AYE	SALEH	AYE	DEGISE	AYE	9-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES.	AYE	

SPEAKERS:

Judith Feury Rodgers

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY –						
RIDLEY		SALEH		DEGISE		
PRINZ-AREY		SOLOMON		RIVERA		
BOGGIANO		GILMORE		WATTERMAN, PRES.		

RECORD OF FINAL COUNCIL VOTE – Sep 7 2023						
RIDLEY	AYE	SALEH	AYE	DEGISE	AYE	9-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES.	AYE	

Adopted on first reading of the Council of Jersey City, N.J. on **Aug 16 2023**

Adopted on second and final reading after hearing on **Sep 7 2023**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on Sep 7 2023



City Clerk



Joyce E. Watterman, President of Council
Approved: Sep 7 2023



Steven M. Fulop, Mayor
Date to Mayor: Sep 8 2023
Approved: Sep 8 2023

An Ordinance (1) Amending Chapter 3, (Administration of Government) Article VI, (Department of Administration) Section 41 (Powers and Duties of the Business Administrator) of the Jersey City Municipal Code to authorize the Business Administrator to execute license agreements with owners of high-rise buildings under construction to permit the Division of Fire and Emergency Services to conduct High-rise Crane Operator Rescue Training and Fire Suppression System Training, and (2) Approving a form license agreement for High-rise Crane Operator Rescue Training and Fire Suppression System Training.

FACT SHEET -

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the ordinance.

Project Manager

James Shea, Director, Public Safety	547-4239	JShea@njcps.org
Department	Department of Public Safety	
Division	Division of Fire and Emergency Services	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

Meeting	Regular Meeting of Municipal Council - Aug 16 2023
---------	--

Purpose

Amendment to Sec. 3-41 of the City Code so that the Business Administrator may execute license agreements permitting the Fire Department to conduct high rise crane training on properties owned by private parties.
--

Cost (Identify all sources and amounts)

NA

Contract term (include all)

--

ATTACHMENTS:

Form Lic. Agrmt.

Approved by
 William O'Donnell, Management Assistant
 Ray Reddington, Attorney
 John Metro, Business Administrator

Status:
 Approved - Apr 19 2023
 Approved - Apr 19 2023
 Approved - May 03 2023

EXHIBIT A: LICENSE AGREEMENT FORM

THIS AGREEMENT made this ____ day of _____, 20__ between _____ (hereinafter referred to as “_____” or “Licensor”), whose address is _____ and the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as “City” or “Licensee”), whose address is 280 Grove Street, Jersey City, New Jersey 07302.

By this Agreement Licensor grants permission to the Licensee and its employees, to enter onto property owned by Licensor which is known as the _____ located at _____. Licensee is permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

- a) The term of this License is for a period of _____
- b) The Licensee shall be permitted to use the premises for the following activities:
 - (a) _____

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of Licensor.

3. The permission hereby granted for use of the premises may be revoked at any time by Licensor with or without cause, by giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

4. Any damage to property owned by or under the jurisdiction of Licensor resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, Licensor shall have the right to make such repairs and the Licensee agrees to reimburse Licensor for all costs and expenses thereof.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless Licensor, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to Licensor, defend against such claims. The Licensee's liability under this License Agreement shall continue

after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of Licensor, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The entire agreement between Licensor and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. Licensor, its officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

10. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. Licensor shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. The Licensee shall provide insurance coverage to Licensor indemnifying Licensor from any liability in connection with the Licensee's use of the premises. Licensee will supply Licensor with a copy of its insurance liability policy. The amount of the insurance shall be:

Comprehensive General Liability: combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate. Worker's Compensation Insurance and Employer's Liability Insurance: with limits of liability not less than those required by law. Licensor shall be named as an additional insured party on the policies. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to Licensor.

13. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and city laws and regulations including but not limited to health ordinances and regulations which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

15. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

16. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor:

Licensee:

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the employees, guests, invitees, contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this _____ day of _____, 2023

City of Jersey City
(Licensee)

(Licensor)

By: _____

By: _____

Business Administrator

Attest: _____

Attest: _____

City Clerk