

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT "Agreement" dated this 13th day of April, 2026 between the ATLANTIC COUNTY IMPROVEMENT AUTHORITY, County of Atlantic, State of New Jersey with offices located at 600 Aviation Research Boulevard, Bldg.3, Egg Harbor Twp., NJ 08234 (hereinafter referred to as "ACIA") and the CITY OF ATLANTIC CITY, County of Atlantic, State of New Jersey having an address at 1301 Bacharach Blvd., Atlantic City, NJ 08401 (hereinafter referred to as "CITY").

BACKGROUND

- A. The City of Atlantic City is a Municipal Corporation; and
- B. The Council of the City of Atlantic City desires to engage ACIA for purposes of holding demolition contracts and providing program administration and project management services to the CITY; and
- C. ACIA is a legal entity which provides such services; and
- D. The Uniform Shared Services Consolidation Act, N.J.S.A. 40 A: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
- E. The City and ACIA are desirous of entering into this Agreement to authorize ACIA to manage demolition services for the City and maintain administration of such services.

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. **Phase One.** ACIA shall provide and furnish all of the services outlined in this Agreement and as more specifically outlined in the "proposal", annexed hereto as Exhibit A, the terms and conditions of which are incorporated herein by reference (collectively "the Services"). ACIA shall establish a pool of Qualified Contractors-ACIA will procure a pool of demolition contractors who meet the requirements to participate in the program. This phase will include drafting and issuing the initial Request for Qualifications and compliance with applicable procurement requirements, reviewing the responses, and authorizing not to exceed amounts by formal action of the Board of Commissioners.
2. **Phase Two - Project Management.** Procure Contractors for the Specific Properties from the Pre-qualified List. Once the City informs ACIA that a specific property is cleared for demolition ACIA will immediately solicit separate quotes containing property specific technical specifications and requirements for each of them from the list of approved qualified contractors.
3. **Reimbursement.** The City of Atlantic City shall reimburse ACIA for the costs of each demolition contract with the qualified bidder who submits the lowest dollar proposal for each demolition job.

4. **Consideration.** The estimated fee for the establishment of the pool of qualified contractors is \$4,000.00. This phase will include drafting and issuing the Request for Qualifications in compliance with applicable procurement requirements, reviewing the responses and authorizing the aforementioned not to exceed amount by formal action of the Board of Commissioners.

The estimated fee for project management is \$36,000 billed on actual hours as incurred based on the schedule included in "Exhibit A." This phase includes the solicitation of quotes for specific projects as they are released by the City for demolition, receipt and review of the submissions, the award to the lowest responsible bidder and ongoing monitoring of the project for compliance with the specifications to closeout. The estimated fee is \$35,500 plus reimbursables not to exceed \$500.


5. **Project Term.** The parties agree that the project term is one (1) year from April 6, 2026 until April 6, 2027.
6. **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.
7. **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.
8. **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.
9. **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.
10. **Termination.** This Agreement may be terminated by either party, at any time, with a minimum of thirty (30) days written notice to the other party, with or without cause.
11. **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.
12. **Indemnification.** ACIA will not make any determinations and has no responsibility regarding which properties are to be demolished. It is the sole responsibility of the City to identify the properties and to the extent permitted by law, the City agrees to indemnify and hold harmless the ACIA should there be disputes and/or any legal action regarding the demolition of any property identified and provided to ACIA for demolition.


To the extent permitted by law, 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.

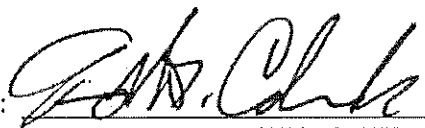
- 13. **Insurance.** ACIA will require adequate insurance from all contractors that perform demolition services pursuant to the terms herein and shall require said contractors to name the City as an additional insured and provide indemnity therefore as regards the services contemplated herein.
- 14. **Copies to Be Used as Originals.** Any copies of the Agreement once signed may be deemed to be originals for any purposes.
- 15. **Mandatory Equal Employment Opportunity Language.** "Exhibit B" attached hereto is incorporated herein as if set forth verbatim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the 13th day of April 2026.

ATTEST:
BY: 
PAULA GELETEI, CITY CLERK

CITY OF ATLANTIC CITY
BY: 
MARTY SMALL, SR., MAYOR

WITNESS:


ATLANTIC COUNTY IMPROVEMENT
AUTHORITY
BY: 
TIMOTHY D. EDMUNDS, EXECUTIVE
DIRECTOR

The within Agreement approved as to form and execution by the City of Atlantic City Solicitor's Office.

Date: 4/1/26

BY: 
PETER T. SALLATA, ESQ., ASST. CITY
SOLICITOR

Resolution of the City of Atlantic City

No. 186

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

Factual contents certified to by

Deputy City Solicitor /s/Rashanna Butler

Director of Licensing & Inspections/s/ Dale Finch

Prepared by City Solicitor's Office

Council Members RANDOLPH, SHABAZZ, KURTZ & BAILEY present the following Resolution:

RESOLUTION APPROVING A SHARED SERVICES AGREEMENT WITH THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY (ACIA) TO PROVIDE PROJECT MANAGEMENT SERVICES FOR THE CITY OF ATLANTIC CITY'S DEMOLITION PROGRAM

WHEREAS, the Atlantic County Improvement Authority (ACIA) serves as Atlantic County's multi-purpose financing, development and project management agency which provides demolition program administration services; and

WHEREAS, the City of Atlantic City wishes to enter into a contract with the Authority under which the Authority is to provide Project Management Services of the City of Atlantic City's Demolition Program and to provide shared services for its residents; and

WHEREAS, the Local Public Contracts law, N.J.S.A. 40A:11-5(2), and all other provisions of the revised statutes of the State of New Jersey allows for a contract to be negotiated and awarded without public advertising for bids if said contract is entered into with the County or an agency hereof; and

WHEREAS, the Uniform Shared Services Consolidation Act, N.J.S.A. 40:A65-1 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.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest a **SHARED SERVICES AGREEMENT** with the **ATLANTIC COUNTY IMPROVEMENT AUTHORITY** whereby the Authority will provide demolition program administration services during a one (1) year period from contract execution for a total sum of **FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500.00)** to be approved as to form and execution by the City Solicitor, which contract shall set forth more specifically the services to be performed.

BE IT RESOLVED the City shall enter into a Shared Services Agreement with the Atlantic County Improvement Authority for a term of (1) year from April 7, 2026, to April 6, 2027 for demolition program administration services; and

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds and specifying the line item appropriation from the 2026 Budget, to satisfy the aforesaid Agreement, and that pursuant to N.J.A.C. 5:30-14.5, the award of the above Agreement is contingent upon the availability of sufficient funds from account 6-01-22-200-700-670 in the 2026 Budget and, in the event said funds are not appropriated for this Agreement, this award will have no effect and will then be null and void.

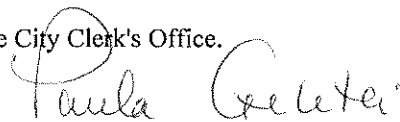
BE IT FURTHER RESOLVED that Public Notice of this Resolution shall be PUBLISHED in The Press of Atlantic City at least once pursuant to the requirements of N.J.S.A. 40A:11-1, et seq.

April 1, 2026 1:10 PM pg

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.
AHMED	X						KURTZ	X					X
BAILEY	X						LACCA	X					
CROUCH	X						MARSHALL				X		
DUNSTON	X						SHABAZZ	X				X	
RANDOLPH, COUNCIL 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: MARCH 18, 2026



/s/ Paula Geletei, City Clerk