

SHARED SERVICES AGREEMENT BETWEEN
ATLANTIC COUNTY
AND
THE CITY OF ATLANTIC CITY

THIS SHARED SERVICES AGREEMENT is made and entered into on this 4th day of June, 2025, by and between the COUNTY OF ATLANTIC (hereinafter "County"), and the CITY OF ATLANTIC CITY (hereinafter "Municipality"). The County and Municipality may be referred to throughout this Agreement as "Party" or collectively "Parties."

BACKGROUND STATEMENT

WHEREAS, the County received a LEAP Implementation Grant in the amount of \$300,000.00, from the New Jersey Department of Community Affairs; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local governmental units to enter into agreements for the pooling of resources and sharing of services, with an aim of reducing property taxes through the reduction of local expenses; and

WHEREAS, the County, through the Atlantic County Board of Taxation's Filing Fee Trust Fund ("The Filing Fee Trust Fund"), desires to provide Municipality updated annual geospatial data through annual flyovers and aerial imagery, at no cost to the Municipality; and

WHEREAS, within County operations, the Geographic Information System (GIS) is used extensively for mapping and managing information related to environmental health (e.g., groundwater contamination, disease tracking, water quality), planning, land acquisition, and public works projects. The GIS program supports decision-making and public education by visualizing trends and potential concerns, and it is also involved in statewide planning initiatives like the State Development and Redevelopment Plan; and

WHEREAS, this initiative addresses the critical need for up-to-date, high-resolution imagery for property assessment, public safety, and public works management; and

WHEREAS, by pooling resources, County and Municipality will achieve significant cost savings compared to individual contracts with aerial imagery providers; and

WHEREAS, the County will purchase and implement EagleView GIS and Assessment Software to provide these services, at a cost of \$431,070.00, which includes software licensing fees, initial implementation costs, training for County and municipal staff, and ongoing technical support for the five (5) year term; and

WHEREAS, the LEAP Implementation Grant will offset the costs, and the Filing Fee Trust Fund will pay \$131,070.00 over a 5-year period; and

WHEREAS, the County and Municipality desire to enter into this Shared Services Agreement for the term commencing from January 1, 2026, and terminating December 31, 2031; and

WHEREAS, the parties acknowledge that this Agreement is contingent upon the adoption of all related Resolutions by the respective Parties. The County is entering into this Agreement as authorized by Resolution #496, dated September 2, 2025. Municipality is entering into this Agreement as authorized by Resolution # 215, dated March 18, 2026. CE

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and of the benefits which will accrue to the County and to the Municipality, the Parties do mutually agree as follows:

I. INCORPORATION OF BACKGROUND:

The background statement above and all attached exhibits are incorporated into the terms and conditions of this Agreement.

II. SCOPE OF SERVICES:

The County will purchase and implement EagleView GIS and Assessment Software to provide updated annual geospatial data through annual flyovers and aerial imagery. The EagleView platform will provide: 6-inch GSD oblique and orthogonal imagery, at a minimum, with the possibility of enhancements; integration with existing GIS platforms; an annual flyover; historical images; and participation in the Disaster Response Program.

This also includes full integration of EagleView's imagery and analytics with existing GIS platforms, such as Esri ArcGIS, as well as Computer-Aided Dispatch (CAD) systems used by public safety agencies. By integrating these images into the EagleView Cloud platform, the County and Municipality will have access to robust viewing and measurement tools that allow users to measure distance, height, and area directly within the imagery, supporting more precise and defensible property valuations. EagleView's high-resolution oblique and orthogonal aerial imagery will significantly enhance property valuation at the municipal level by enabling assessors to remotely inspect and analyze properties with greater accuracy and efficiency.

In addition to the assessment benefits, EagleView imagery offers significant benefits for public safety initiatives. This includes providing high-resolution oblique imagery to 911 dispatchers, first responders, law enforcement, fire, rescue, and emergency management teams. These users will benefit from enhanced situational awareness, the ability to identify hazards and access points from multiple angles, and improved coordination during emergency response. The imagery will support critical functions such as pinpointing caller locations, planning safe and efficient routes to incident scenes, and sharing geospatial intelligence with field personnel and assist residents in the aftermath of natural disasters. Further, the Disaster Response Program offered by EagleView will give complimentary images after qualifying events.

The Imagery can also be used for planning and managing capital improvement projects, stormwater management, and drainage initiatives. EagleView's integration with the Esri platform will streamline existing workflows, allowing Public Works to easily incorporate aerial imagery into their daily operations. Oblique imagery facilitates the remote inspection of roads, bridges, signage, and other public assets, reducing the need for time-consuming and costly field visits.

The full scope of services is attached hereto as "Exhibit A."

III. TERM:

This Agreement will be in effect for the term commencing from January 1, 2026, and terminating December 31, 2031.

In Year 1, the focus is on securing agreements, funding, and setting up the cloud infrastructure, followed by staff training and the first annual aerial image capture. Year 2 marks full operationalization, with annual image captures supporting tax assessments, integration with 911 CAD systems, and expanded use in public works and emergency management, aiming for a 30% reduction in field visits and assessment lag time. Years 3 and 4 continue annual image captures, advanced analytics, and ongoing performance tracking. Year 5 finalizes the imagery archive and begins renewal planning to ensure sustainability.

CONSIDERATION:

The County will purchase and implement EagleView GIS and Assessment Software, which includes oblique and orthogonal imagery, historical imagery archives, and the Disaster Response Program, at a cost of \$431,070.00. This also includes software licensing fees, initial implementation costs, training for County and municipal staff, and ongoing technical support for the five (5) year term. The LEAP Implementation Grant will offset the costs, and the Filing Fee Trust Fund will pay \$131,070.00 over a 5-year period.

IV. RESPONSIBILITIES OF THE PARTIES:

The County will purchase and implement EagleView GIS and Assessment Software and provide ongoing technical support, with EagleView providing updated annual geospatial data through annual flyovers and aerial imagery. The County's Board of Taxation will coordinate the management of the project. The County Geographic Information System Specialist will support Municipality through training, technology, and assistance. The Municipality and County have the capacity within their own departments to use the technology in this project.

In performing services pursuant to this Agreement, the Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement.

V. NOTICES:

Communication concerning this Agreement shall be directed to the following:

Atlantic County
Gerald DelRosso, County Administrator
1333 Atlantic Avenue, 8th Floor
Atlantic City, New Jersey 08401

N. Lynne Hughes, County Counsel
1333 Atlantic Avenue, 8th Floor
Atlantic City, New Jersey 08401

City of Atlantic City
City Clerk, Atlantic City
1301 Bacharach Blvd.
7th Floor, Suite 704
Atlantic City, NJ 08401

City Solicitor 
1301 Bacharach Blvd.
7th Floor, Suite 704
AC, NJ 08401

VI. GENERAL CONDITIONS:

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Municipality shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Municipality is an independent contractor.

B. Liability/Hold Harmless

To the extent permissible by law,

The Municipality shall indemnify, protect, defend, and hold harmless the County from any and all claims that arise in connection with this Agreement.

C. Insurance

At all times during the term of this Agreement, Municipality and County shall maintain, or cause to be maintained, with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, general liability insurance, or its equivalent, with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum aggregate of one million (\$1,000,000) dollars. The Municipality and County shall be obligated to pay for their respective costs of all such insurance. In addition, each party shall provide evidence of Workers' Compensation insurance, or its equivalent, in accordance with the statutes of the State of New Jersey and \$1,000,000 for Employers Liability. Each of the parties, upon the request of the other, shall provide a Certificate of coverage evidencing that appropriate insurance coverage is in full force and effect.

D. Amendments

The County or Municipality may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing,

signed by a duly authorized representative of both parties, and approved by the County Board of Commissioners. Such amendments shall not invalidate this Agreement, nor relieve or release the County nor the Municipality from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, State, or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and the Municipality.

E. Disclaimer of Warranty

The County disclaims all warranties or condition with respect to the quality, performance, or functionality of the services provided herein, express or implied, including warranties of merchantability and fitness for a particular purpose.

F. Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination.

G. Default

A violation, breach, or failure to perform any of the terms, conditions or obligations under this Agreement shall constitute a default by the violating, breaching or non-performing party. Prior to default being declared, a defaulting Party must receive at least twenty (20) days advance written notice of the default. If the default is a monetary default on behalf of Atlantic County, and the same is not cured within thirty (30) days after receipt by Atlantic County of notice of the default, the Municipality may immediately terminate this Agreement without liability and without prejudice to any other rights and remedies pursuant to law. With respect to any default other than a monetary default by Atlantic County, the Parties may avail themselves of all rights and remedies to which they are legally entitled.

H. Impossibility or Impracticability of Performance

If, for any reason, an unforeseen event occurs that is beyond the control of the County, which renders it impossible or impracticable for the County to fulfill the services set forth in this Agreement, the Agreement shall terminate, and the Municipality shall have no right to nor claim for damages against the County. The Municipality shall provide as much notice as possible if it seeks to terminate the Agreement pursuant to this paragraph.

I. 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.

J. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

K. Approvals Necessary

This Agreement shall not be considered binding upon the Parties until an appropriate Resolution or Ordinance adopting the same has been approved by the governing bodies.

L. Assignment

No Party may assign this Agreement or any rights or obligations hereunder, without the express prior written consent of the other Party and such attempted assignment shall be void.

M. Governing Law/Venue

This Agreement shall be governed and construed by 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, Atlantic County.

N. Entire Agreement

This Agreement embodies the entire agreement between the Parties hereto relative to the subject matter hereof. No variation, modification, change or amendment shall be binding upon any party hereto unless executed by said party.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

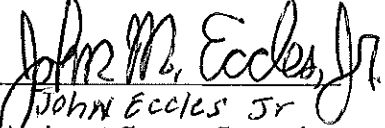
ATTEST:

COUNTY OF ATLANTIC


TARA SILIPENA, Clerk
County Commissioners

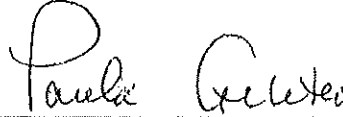

DENNIS LEVINSON
County Executive

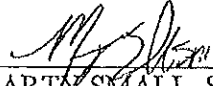
Approved as to form on
behalf of Atlantic County:


John M. Eccles, Jr.
Assistant County Counsel

ATTEST:

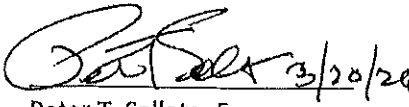
CITY OF ATLANTIC CITY


PAULA GELETEI, Clerk
City of Atlantic City


MARTY SMALL, SR.
Mayor

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This Agreement is approved as to form and execution.


Peter T. Sallata, Esq.
Assistant City Solicitor

Resolution of the City of Atlantic City

No. 215

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

Factual contents certified to by

Assistant City Solicitor /s/Pete Sallata

Director of Planning & Development/s/ Jacques Howard

Prepared by City Solicitor's Office

Council Members SHABAZZ, RANDOLPH, MARSHAL & LACCA present the following Resolution:

RESOLUTION APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF ATLANTIC CITY AND THE COUNTY OF ATLANTIC (AS LEAD ENTITY) TO ACCEPT LEAP GRANT FUNDING TO PARTIALLY FUND EAGLEVIEW GIS AND ASSESSMENT SOFTWARE WHICH WILL PROVIDE CRITICAL HIGH-RES IMAGERY FOR PROPERTY ASSESSMENT, PUBLIC SAFETY, AND PUBLIC WORKS MANAGEMENT

WHEREAS, the County received a LEAP Implementation Grant in the amount of \$300,000.00, from the New Jersey Department of Community Affairs; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local governmental units to enter into agreements for the pooling of resources and sharing of services, with an aim of reducing property taxes through the reduction of local expenses; and

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WHEREAS, the LEAP Implementation Grant will offset the costs, and the Filing Fee Trust Fund will pay \$131,070.00 over a 5-year period; and

WHEREAS, the County and City desire to enter into a Shared Services Agreement for the term commencing from January 1, 2026, and terminating December 31, 2031.

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 **CITY OF ATLANTIC CITY AND THE COUNTY OF ATLANTIC (AS LEAD ENTITY)**, TO ACCEPT LEAP GRANT FUNDING TO PARTIALLY FUND EAGLEVIEW GIS AND ASSESSMENT SOFTWARE WHICH WILL PROVIDE CRITICAL HIGH-RES IMAGERY FOR PROPERTY ASSESSMENT, PUBLIC SAFETY, AND PUBLIC WORKS MANAGEMENT; and

NOW, BE IT FURTHER RESOLVED that the Shared Services Agreement shall be approved as to form and execution by the City Solicitor, which contract shall set forth more specifically the services to be performed.

March 20, 2026 3:54 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

Paula Geletei

/s/ Paula Geletei, City Clerk