

## Shared Services Agreement

This shared services agreement (the "Agreement") made this <sup>2<sup>nd</sup></sup> of ~~May~~ <sup>JUNE</sup> 2025, by and between the City of Atlantic City, 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, (hereinafter referred to as the "CITY"), and Ducktown Community Development Corporation, 2200 Fairmount Avenue, Atlantic City, New Jersey 08401, (hereinafter referred to as the "Ducktown CDC"). This Agreement was approved by the City Council of the City on January 29, 2025, by Resolution 32-2025.

### ARTICLE I - PURPOSE OF AGREEMENT

The City desires to enter into a shared services agreement to perform professional services in connection with the New Jersey Department of Transportation (NJDOT), Transit Village Grant for \$568,000.00.

### ARTICLE II - SCOPE OF SERVICES

DUCKTOWN CDC shall provide the following professional services in connection with this Agreement:

- Implementation Services for the NJDOT Transit Village Grant:
  - DUCKTOWN CDC will serve as the Project Coordinator and the NJDOT grant will be transferred to the DUCKTOWN CDC for implementation.
  - DUCKTOWN CDC will conduct activities including complying with NJDOT procurement requirements.
  - DUCKTOWN CDC will provide documentation to the CITY to support the submission of any required NJDOT reports as per the grant agreement.
  - DUCKTOWN CDC shall meet with the City Engineer to provide quarterly updates on projects and programming.

### ARTICLE III - MUNICIPAL RESPONSIBILITY

The CITY, through its employees, shall cooperate with DUCKTOWN CDC and provide any information available to it which will assist DUCKTOWN CDC in the performance of the Scope of Services including available data, background information and representatives for meetings as requested by the DUCKTOWN CDC.

### ARTICLE IV - PAYMENT

The CITY will make payment for the engineering, construction, and construction management once approved by the DUCKTOWN CDC.

### ARTICLE V - GENERAL PROVISIONS

- Assignment

- DUCKTOWN CDC agrees not to assign or transfer its rights or responsibilities in this Agreement without the prior written consent of the CITY. Under the terms of this Agreement DUCKTOWN CDC may engage other professionals to assist in the fulfillment of the work if there are no employees on staff capable of performing the work.
- Beneficial Interest
  - Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CITY and DUCKTOWN CDC.
- Confidential Information
  - DUCKTOWN CDC agrees that it shall not, at any time or in any manner, either directly or indirectly, communicate to any person, corporation, firm, partnership, or other legal entity any information of a confidential nature involving the business or operations of the CITY unless authorized by the appropriate municipal official.
- Duration of the Agreement
  - The duration of this Agreement shall begin on May 1, 2025 and shall be for a period of two (2) years ending December 30, 2026.
- Insurance
  - DUCKTOWN CDC is an independent contractor and not an employee of the CITY. DUCKTOWN CDC shall be responsible for maintaining all insurance which is required by the laws of the State of New Jersey.
- Ownership of Plans and Reports
  - The CITY shall be the owner of all reports or documents prepared by DUCKTOWN CDC which have been paid for by the CITY.
- Standard of Care
  - DUCKTOWN CDC shall perform the Scope of Services in a professional manner consistent with generally accepted principles established for its profession. The professional services often require decisions which are not based upon exact science, but rather skilled judgment. DUCKTOWN CDC shall use that degree of care and skill normally exercised in the profession under similar circumstances at the time the services are rendered. This standard of care shall not be judged according to later standards. No express or implied warranty or representation is provided as to the success or issuance of any approvals or permits for any application submitted by or on behalf of the City based in whole or in part upon the plans, designs or documents prepared by DUCKTOWN CDC.
- Notices
  - Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties at the following addresses:

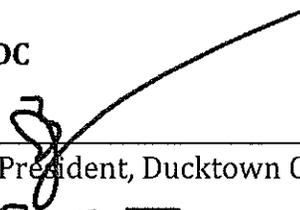
DUCKTOWN CDC  
 2200 Fairmount Avenue  
 Atlantic City, NJ 08401

CITY OF ATLANTIC CITY  
 1301 Bacharach Boulevard  
 Atlantic City, NJ 08401

- Termination of Contract
  - Either party reserves the right to terminate this Agreement at any time upon thirty (30) days' notice to DUCKTOWN CDC or CITY. In the event the Agreement is terminated, or the project is abandoned, the CITY shall be responsible for the payment for all work performed by DUCKTOWN CDC to the point of termination.
- Entire Agreement
  - This Agreement represents the entire agreement between the parties. No amendment to this Agreement shall be valid unless it is made in writing and executed by the parties and approved by Resolution of the Board of Commissioners of both the CITY and DUCKTOWN CDC.
- Nullification of Agreement
  - This Agreement shall be null and void should CITY not be selected as a Neighborhood Preservation Program community.

Party providing services:

**DUCKTOWN CDC**

Signed by:   
 Michael Cagno, President, Ducktown Community Development Corporation

Date: 4-29-25

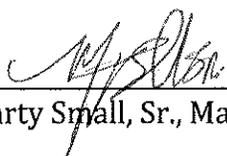
Party receiving services:

**ATTEST:**

  
 Paula Geletei, City Clerk

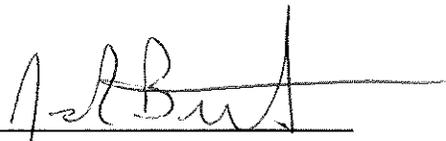
Date: 6/2/2025

**CITY OF ATLANTIC CITY**

BY:   
 Marty Small, Sr., Mayor

THE WITHIN AGREEMENT APPROVED AS TO FORM AND EXECUTION.

Date: 6/2/2025

BY:   
 Jack Berenato, Esquire  
 Assistant City Solicitor

# Resolution of the City of Atlantic City

No. 32

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Planning & Development/s/ Jacques Howard

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH & SHABAZZ present the following Resolution:

## **AUTHORIZATION AN AGREEMENT WITH THE DUCKTOWN COMMUNITY DEVELOPMENT CORPORATION TO MANAGE THE 2025 NJDOT TRANSIT VILLAGE GRANT**

**WHEREAS**, the City of Atlantic City has been awarded a New Jersey Department of Transportation Transit Village Grant; and

**WHEREAS**, this grant provides for access improvements between the Rail Station and the Arts Garage; and

**WHEREAS**, the City Council of the City of Atlantic City has approved an agreement with the Ducktown Community Development Corporation to serve as the NPP Coordinator to work with the City to develop and implement a 5-year Strategic Action Plan that focuses on the community revitalization of the Ducktown Neighborhood; and

**WHEREAS**, the City of Atlantic City has worked closely with the Ducktown Community Development Corporation to secure this Transit Villag Grant for certain safety and streetscape improvement in the Ducktown Neighborhood; and

**WHEREAS**, the Ducktown Community Development Corporation has successfully managed other Transit Village Grants for the City.

**NOW, THEREFORE, BE IT RESOLVED** that City Council of the City of Atlantic City formally authorizes an agreement with the DuCKtown Community Development Corporation for Grant Management for the Transit Village Grant to be approved as to form by the City Solicitor.

June 2, 2025 3:59 PM

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.
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
RANDOLPH, 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: JANUARY 29, 2025

*Paula Geletei*

/s/ Paula Geletei, City Clerk