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

THIS SHARED SERVICES AGREEMENT is made and entered into on this 6th day of February, 2021, 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 \$57,375.00 from the New Jersey Department of Community Affairs for the purchase of three (3) highway digital message boards; and

WHEREAS, the County provided a cash match in the amount of \$19,125.00 for the purchase of these digital message boards, costing a total amount of \$76,500.00; and

WHEREAS, the County also received a LEAP Implementation Grant in the amount of \$28,125.00 from the New Jersey Department of Community Affairs for the purchase of three (3) electronic speed feedback signs; and

WHEREAS, the County provided a cash match in the amount of \$9,375.00 for the purchase of these electronic speed feedback signs, costing a total amount of \$37,500.00; and

WHEREAS, the purpose of this Shared Services Agreement is to allow the Municipality to borrow, on an as needed basis, at no cost to the Municipality, the highway digital message boards and electronic speed feedback signs; 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 and Municipality desire to enter into this Shared Services Agreement for the term commencing from January 1, 2026, and terminating December 31, 2030; and

WHEREAS, entering into this Shared Services Agreement in advance of the actual need will enable the County to facilitate the prompt availability of the highway digital message boards and electronic speed feedback signs; 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 #52 and #53, dated February 4, 2025. Municipality is entering into this Agreement as authorized by Resolution #~~72~~ + 73, dated January 29, 2025.

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 is incorporated into the terms and conditions of this Agreement.

II. SCOPE OF SERVICES:

The County applied for a LEAP Implementation Grant from the New Jersey Department of Community Affairs in the amount not to exceed \$76,500.00, which includes \$57,375.00 in grant funding plus the County's cash match of \$19,125.00 to purchase three (3) highway digital message boards. The County also applied for a LEAP Implementation Grant from the New Jersey Department of Community Affairs in the amount not to exceed \$37,500.00, which includes \$28,125.00 in grant funding plus the County's cash match of \$9,375.00 to purchase three (3) electronic speed feedback signs. The County purchased the highway digital message boards and electronic speed feedback signs to make them available to Municipality on an as needed basis.

The Municipality agrees to properly use the highway digital message boards and electronic speed feedback signs on an as needed basis.

III. TIME OF PERFORMANCE:

This Agreement will be in effect for the term commencing from January 1, 2026, and terminating December 31, 2030.

Services of the Municipality shall commence on an as needed basis.

IV. RESPONSIBILITIES OF THE PARTIES:

- A. The County shall maintain title and registration of the three (3) highway digital message boards and three (3) electronic speed feedback signs.
- B. If Municipality causes damage to the highway digital message board(s) or electronic speed feedback sign(s), the Municipality must make a promise to repair. Repairs must be completed within 20 days. If repairs are not made within 20 days, then the County may

proceed in any manner it sees fit to repair the highway digital message board(s) or electronic speed feedback sign(s) and seek reimbursement for same.

- C. The County and Municipality shall each maintain written records regarding pick up, possession and return of the highway digital message board(s) and electronic speed feedback sign(s). A representative of the County and representative of the Municipality (driver) shall perform a pre-inspection of the highway digital message board(s) and electronic speed feedback sign(s) before it is picked up and a post-inspection upon return. Any damage or other findings shall be documented in writing by both parties.
- D. 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

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

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

B. Liability/Hold Harmless (B)
To the extent permitted by law

Municipality shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Municipality's performance or nonperformance of the services or subject matter called for in this agreement.

C. Insurance and Bonding

Municipality shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. Municipality shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

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. The Municipality acknowledges and agrees that the County has made no representation regarding the condition of the highway digital message boards and electronic speed feedback signs and the highway digital message boards and electronic speed feedback signs are being shared strictly in "as is" and "where is" condition with no warranties, either expressed or implied by same.

F. Grantor Recognition

Municipality shall ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Municipality will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

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

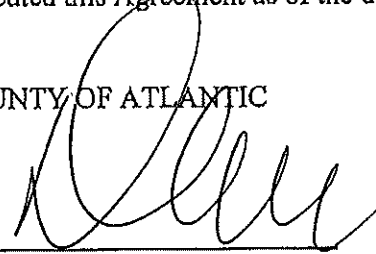
This Agreement embodies the entire Agreement between the Parties hereto relative to the subject matter hereof. No variation, modification, change or amendment shall be binding upon any Party hereto unless executed by said Party.

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:


KAITLYN FLYNN
Assistant County Counsel

ATTEST:

CITY OF ATLANTIC CITY

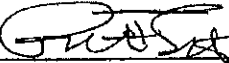

PAULA GELETEI, Clerk
City of Atlantic City


MARTY SMALL, SR.
Mayor

k Atlantic City Speed Feedback Signs and Digital Message Boards-2026-2030.doc

This Agreement is approved as to form and execution.

Date: 2/2/26

BY: 

Peter T. Sallata, Esquire
Assistant City Solicitor