

A-1761
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THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as "**CITY**" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **BROOKE A. SHARP** with offices at 2490 Meade Drive, Vineland, NJ 08361, hereinafter referred to as the "**CONSULTANT**".

WITNESSETH

WHEREAS, the City is desirous of securing **PROFESSIONAL SERVICES FOR SUPPORT OF THE CITY'S LEAD POISONING PREVENTION PROGRAM**; and

WHEREAS, the Consultant is ready, willing and able to undertake such service and provide the City with expert advice; and

WHEREAS, the City believes the Consultant to be well able to undertake and perform such services for the City and desires to contract with Consultant for the performance of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

The Consultant shall provide **PROFESSIONAL SERVICES FOR SUPPORT OF THE CITY'S LEAD POISONING PREVENTION PROGRAM** as follows:

- a. Conduct lead inspections in accordance with applicable State and local laws and regulations;
- b. Perform lead clearance examinations;
- c. Review, correct, and remediate deficient or incomplete case files;
- d. Enter, reconcile, and update inspection and case data within the State of New Jersey lead database and any City-designated systems;
- e. Prepare and submit all required reports and documentation;
- f. Provide technical assistance necessary to ensure regulatory compliance.
- g. Perform other lead-related services / tasks as assigned and mutually agreed.

All services shall be performed in a professional manner and in compliance with all applicable federal, state, and local laws, rules, and regulations.

**SECTION TWO
CONTRACT PRICE**

The City shall pay to the Consultant, and the Consultant agrees to accept as full and complete compensation for all of the work performed under this Agreement, an amount not to exceed the sum of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**. The Contractor shall be compensated on a deliverable-based basis in accordance with the following fee schedule:

Service	Compensation Rate
Lead Inspection	\$250.00 per inspection
Lead Clearance Examination	\$100.00 per clearance
Case File Cleanup and Database Reconciliation (No Inspection Required)	\$75.00 per case

**SECTION THREE
CONTRACT PERIOD**

The Agreement shall be for a period of eight (8) months from complete execution hereof.

**SECTION FOUR
PAYMENT METHOD**

Payment to Consultant shall be made upon submission of invoices for payment to the Director of Health & Human Services and approval of the same by the Director of Health & Human Services.

It is expressly understood and agreed that payment of monies authorized by this Agreement shall only funds appropriated by the Council of the City for the purpose of this Agreement and paid into the treasury of the City therefore.

**SECTION FIVE
STATUS OF CONSULTANT**

It is expressly understood and agreed by and between the parties hereto that the status of the Consultant and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the Consultant or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

**SECTION SIX
TERMINATION, CANCELLATION, EXPIRATION**

The parties agree that either party can cancel this Agreement upon thirty (30) days written notice. At the termination, cancellation or expiration of this Agreement in any manner, the acceptance of final payment by the Consultant shall be in full satisfaction of all claims against the City under this Agreement.

**SECTION SEVEN
CERTIFICATE OF COMPLIANCE**

Consultant represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

**SECTION EIGHT
ASSIGNMENT**

Consultant cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

**SECTION NINE
CONFLICT OF INTEREST**

The Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the within Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the Consultant or its subconsultants.

**SECTION TEN
INTERPRETATION AND CONSTRUCTION**

Unless expressly provided otherwise herein, this Agreement shall be governed by and construed in accordance with the Uniform Commercial Code of the State of New Jersey.

**SECTION ELEVEN
EFFECT OF ILLEGALITY**

If any provision of this Agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

**SECTION TWELVE
CHOICE OF LAW**

This Agreement shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City of Atlantic City.

**SECTION THIRTEEN
INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the CITY from and against any claim (including any claim brought by employees of Consultant), liability, damage or expense (including attorneys' fees) that such CITY may incur relating to, arising out of or existing by reason of (i) Consultant's performance of this Agreement or the conditions created thereby (including the use, misuse or failure of any equipment used by Consultant or its subconsultants, servants or employees) or (ii) Consultant's breach of this Agreement or the inadequate or improper performance of this Agreement by Consultant or its subconsultants, servants or employees.

**SECTION FOURTEEN
WAIVER AND RENUNCIATION**

No waiver or renunciation by either party to this Agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

**SECTION FIFTEEN
STATUS OF CONSULTANT**

It is expressly understood and agreed by and between the parties hereto that the status of the Consultant and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the consultant or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

**SECTION SIXTEEN
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Consultant acknowledges that he/she cannot commence or continue to represent the City or any named individual or incur any expenses that would cause the contract amount to be exceeded without first receiving prior written authorization from the City. Additionally, the City requires a 30-day notice including a case status report setting forth an estimate of the fees and costs anticipated whenever a request is made for a Change Order that would cause the contract amount to be exceeded.

Further, the City will not accept invoices representing time and expenses that were performed or incurred outside or beyond the Agreement end date. Any work not specifically authorized by the City may be rejected for payment at the discretion of the City.

**SECTION SEVENTEEN
POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to **BROOKE A. SHARP** based on the merits and abilities of **BROOKE A. SHARP** to provide the goods or services as described herein. The undersigned does hereby attest that **BROOKE A. SHARP**, their subsidiaries, assigns or principals controlling in excess of 10% of the company have not made a reportable contribution pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year

period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make such a reportable contribution during the term of the contract that will affect it's eligibility to perform this contract.

IN WITNESS WHEREOF, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Consultant has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

~~Paula Geletei, City Clerk Deputy~~
KIEM TRAN
Date: 2/20/2026

CITY OF ATLANTIC CITY

BY:
On behalf of Marty Small, Sr., Mayor
Dale Finch, Acting Mayor

WITNESS

Secretary

BROOKE A. SHARP

BY:
Owner

Brooke Sharp
(Please Print Name Above)

Date: 2/20/2026

The within Agreement approved as to form and execution.

Date: 2/20/26

BY:
Peter Sallata, Assistant Solicitor