

**SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF ATLANTIC CITY AND ATLANTIC CAPE COMMUNITY COLLEGE
TO PROVIDE SNOW PLOWING SERVICES**

THIS SHARED SERVICES AGREEMENT, is made this 1st day of March, 2026, by and between:

THE CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, located in the County of Atlantic, with principal offices located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter referenced as the "City"; and

ATLANTIC CAPE COMMUNITY COLLEGE, with principal offices located at 5100 Black Horse Pike, Mays Landing, NJ 08330, hereinafter referenced as "ACCC"; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

WHEREAS each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by adoption of a resolution; and

WHEREAS the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, the City has agreed to provide snow plowing services to ACCC upon the terms contained herein.

WHEREAS, the City and ACCC (collectively, the "Parties") have determined that it would be in the best interests of the City and ACCC to enter into the following agreement.

I. TERM

This Agreement shall be for a period commencing on February 1, 2026 and ending May 31, 2027.

II. COMPENSATION

The Parties hereby agree that that there will be no financial compensation paid to the City for the snow plowing services. The Parties hereby agree that the City will provide snow plowing services to designated ACCC parking lots as agreed by the parties at no cost during the term of this agreement.

III. SCOPE OF SERVICES

A. Snow Plowing Services

The City shall provide snow plowing services as needed and as requested by ACCC for the ACCC City Campus located at 1535 Bacharach Boulevard, Atlantic City, NJ 08401. (Specifically, there are three (3) parking lots. There is a lot located on Kentucky Avenue, one lot on Arctic Avenue, and one lot on New York Avenue.)

B. Availability

ACCC will notify and request the City to plow a specific area or areas of the parking lots listed herein after a snow event. City will mutually agree with ACCC on the date and time to provide such snowplowing services in the most practicable time frame possible.

IV. TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part by either party for any reason upon twenty-four (24) hours written notice from one party to the other.

V. INDEMNIFICATION

Each Party warrants and represents that it will purchase and maintain insurance that will be sufficient for an organization of this type and for services of this type and ACCC shall provide that City be named as an additional insured.

ACCC will hold harmless and indemnify the City for any liability incurred with respect to any claims or expenses arising directly from this Agreement. ACCC shall defend, indemnify and save harmless the City, its officers, agents and employees, from and against any and all suits, costs (including attorney's fees and costs, and court costs), claims, expenses, liabilities, and judgments of every kind to which the City shall be subjected by reason of any action(s) or inaction(s) by the ACCC's officers, agents and employees related to this Agreement.

VI. CONSTRUCTION OF THIS AGREEMENT

The Parties acknowledge that this Agreement was prepared under New Jersey law and shall therefore be interpreted under the Laws of the State of New Jersey.

VII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties. This Agreement may not be changed orally, and may only be modified or amended by another written document approved and signed by both Parties.

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, by any court of competent jurisdiction, the Parties hereto agree to negotiate in good faith in order to arrive at amendments, modifications, or supplements of, or to, this Agreement, or to undertake such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect, with such judgment limited only to that specific portion of the Agreement actually adjudged to be invalid.

VIII. EFFECTIVE DATE OF THE AGREEMENT

The Parties agree that this Agreement shall take effect upon the adoption of appropriate resolutions of the Parties and the execution of the Agreement by their appropriate respective officials.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

CITY OF ATLANTIC CITY

By:

Paula Geletei
Paula Geletei, City Clerk

By:

Marty Small Sr.
Marty Small Sr., Mayor

ATLANTIC CAPE COMMUNITY
COLLEGE

By:

Jean McAlister

By:

Barbara Jaba
President

Approved as to form and execution.

Peter T. Sallata
Peter T. Sallata, Esquire
Assistant City Solicitor

Date: 4/6/20

STATE OF New Jersey)
) ss.
COUNTY OF Atlantic)

I CERTIFY that on April 2nd, 2026,
Jean McAlister, the Secretary or Assistant Secretary of the Corporation,
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary or assistant secretary of
Atlantic Cape Community College
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

April 2, 2026

Jean McAlister
Secretary or Asst. Secretary

[Signature]

LINDLEY THACKER
Commission # 50227916
Notary Public, State of New Jersey
My Commission Expires
November 19, 2029

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable law and applicable Federal court decisions.

In conforming with the applicable targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company Name: Atlantic Cape Community College
Name: Dominic Sambucci
Title: Chief Business Officer
Signature: [Handwritten Signature]
Date: 4/6/20

Resolution of the City of Atlantic City

No. 111

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

Factual contents certified to by

Assistant City Solicitor /s/ Peter Sallata

Director of Public Works/s/Crystal J. Lewies

Prepared by City Solicitor's Office

Council Members ALL COUNCIL present the following Resolution:

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE CITY OF ATLANTIC CITY AND ATLANTIC CAPE COMMUNITY COLLEGE (ACCC) TO PROVIDE SNOW PLOWING SERVICES AT ACCC CITY CAMPUS .

WHEREAS, the City of Atlantic City, a municipal corporation of the State of New Jersey (hereinafter "CITY"), and Atlantic Cape Community College, (hereinafter "ACCC"), are desirous of entering into a Shared Services Agreement (hereinafter "SSA") for the provision of snow plowing services at the ACCC City Campus parking lot (1554 Bacharach Blvd. Atlantic City NJ 08401); and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. seq., local units may enter into agreements for shared services with other local units to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, the form and substance of this Shared Services Agreement for snow plowing services shall be approved by ACCC, as amended if necessary; and

WHEREAS, it is agreed between the parties that the term of the Shared Services Agreement shall be from February 1, 2026, to May 31, 2027.

BE IT RESOLVED by the City Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest to an agreement with **ATLANTIC CAPE COMMUNITY COLLEGE** to procure snow plowing services from City.

February 26, 2026 10:58 AM

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					
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				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: FEBRUARY 18, 2026

Paula Geletei

 /s/ Paula Geletei, City Clerk