

**SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF ATLANTIC CITY AND THE ATLANTIC CITY BOARD OF
EDUCATION TO PROVIDE GAS, TRASH REMOVAL, AND SALTING SERVICES**

THIS SHARED SERVICES AGREEMENT (the "Agreement"), is made this 1st day of June, 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 **THE ATLANTIC CITY BOARD OF EDUCATION**, with principal offices located at 1300 Atlantic Avenue, Fifth Floor, Atlantic City, New Jersey 08401, hereinafter referenced as the "BOE" 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 Trash Removal, Gas, and Salting Services upon the terms contained herein.

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

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

I. TERM

This Agreement shall be for a period commencing on March 1, 2025, and ending at midnight on February 28, 2027 (the "Term").

II. COMPENSATION

The Parties hereby agree that that there will be no financial compensation paid by the City for the use of the designated school properties. The Parties hereby agree that the City will provide trash removal services to all properties of the BOE at no cost during the Term of this Agreement and also that certain BOE vehicles to be agreed upon by the Parties will be permitted to access and receive gas from the City at a rate less than market rate, which may be adjusted or forgiven and

the City will provide salting services during snow events in the winter at BOE locations as mutually agreed in exchange for use of designated school properties for recreation and other events.

III. SCOPE OF SERVICES

A. Designated Location

BOE shall make available the following, but not limited to, school facilities for the Term of the Agreement for use as recreation sites with specific areas for use by the City's Recreation Program with specific areas outlined below.

1. Chelsea Heights School, 4101 Filbert Avenue – cafeteria, lavatories.
2. Dr. Martin Luther King School, 1700 Marmora Avenue – gymnasium, pool, weight room, lavatories.
3. Sovereign Avenue School, 111 N. Sovereign Avenue – gymnasium, lavatories.
4. Uptown School Complex, 323 Madison Avenue - gymnasium, pool, weight room, dance studio, lavatories.

B. Availability

The Parties agree that the designated locations will be made available to the City during the Term, Monday through Friday, from 4:30 p.m. to 9:30 p.m.

The Parties further agree that the City will adhere to the approved BOE school calendar. Therefore, the designated locations will not be made available to the City on days that the BOE is closed.

The Parties further agree that the BOE maintains the first right to use the properties designated in this Section III. If the BOE intends to use a designated location(s) and area(s) during the time scheduled by the City, the BOE must provide the City with twenty-four (24) hours' notice of usage, if possible and offer an alternative location.

C. Usage

The Parties agree that the BOE maintains the right to cancel the usage of any of the above designated location(s) and area(s) for any non-authorized purpose.

D. Supervision

The Parties agree that the City will place a supervisor at each designated location delineated in Section III herein when the City uses a BOE facility. The names of these individuals will be made available to the BOE. The City supervisor and staff will supervise all children entering the BOE's property, and all persons will be restricted to the designated area(s).

Prior to the commencement of usage, the designated personnel of the City and the BOE will inspect all sites. They shall complete site inspection forms, which shall be used as the base document for equipment and facility condition. The form utilized shall be acceptable to the Parties hereto. Thereafter, designated personnel shall complete a Daily Visual Inspection Form and when needed, a School Damage/Theft Report form. The City will forward copies of Damage/Theft reports within one (1) business day and Daily Visual Inspection Forms within three (3) business days to the Assistant Superintendent of Operations or Facilities Manager, and Coordinator of

Public Safety. The Parties shall take appropriate action in a timely manner to ensure that existing situations relating to damage or any other problem are corrected and do not re-occur.

The BOE agrees that all difficulties arising from the use of BOE facilities shall be communicated to the City. In a written report identifying the designated location, date and type of problem(s). When appropriate the Business Administrator of City shall respond within two (2) working days.

At the conclusion of this Agreement, a representative of the BOE and the City will evaluate daily inspection forms for sites. Itemized costs associated with repair, replacement or other corrective action shall be forwarded to the City within ten (10) working days. If it is determined that the City is responsible for such costs the City will reimburse the BOE within thirty (30) days thereafter.

At each site, designated personnel of the City shall be responsible for maintaining and providing the following reports:

1. Accident/Incident Report;
2. Daily Participation Attendance Sheet

The Parties agree that these forms shall be submitted to Director of Operations or Facilities Manager, and Coordinator of Public Safety at a frequency to be mutually agreed in writing. The BOE shall be notified of all accidents involving student participants and/or City personnel within twenty-four (24) hours after the occurrence of the accident.

The Parties agree that additional reports, as needed may be added at any time.

E. Gas/Trash/Salt

The Parties agree that the BOE may use City gas pumps at the municipal yard to fill specific BOE vehicles as agreed in advance at a lower than market rate, which may be adjusted or forgiven in exchange for granting City access and use of BOE facilities for Recreation Programs and other uses. BOE will provide the City with a list of eligible vehicles upon execution of this Agreement. BOE eligible vehicles will be given a code to use City pumps, which will record the amount of gas dispensed. City will also provide trash removal services at all agreed upon BOE locations and will also provide salt services during and after snow events during the Term.

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

To the extent permissible by law, the City shall defend, indemnify and save harmless the BOE, 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 BOE shall be subjected by reason of any action(s) or inaction(s) by the City's officers, agents and employees related to this Agreement.

To the extent permissible by law, the BOE will defend hold harmless and indemnify the City of any liability with respect to any claims or expenses associated with the BOE's failure to properly maintain its facilities and other property including costs for investigation, defense and legal fees, and court costs.

During the Term of this Agreement, the Parties shall add each other to their respective general liability insurance policies for coverage as Additional Insureds and shall provide proof of same to the other Party within thirty (30) days of the effective date of 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

[INTENTIONALLY LEFT BLANK]

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 CITY BOARD OF
EDUCATION

By: [Signature]
BOARD SECRETARY

By: [Signature]
PRESIDENT

Approved as to form and execution.

[Signature]
Peter T. Sallata, Esq.
Assistant City Solicitor

Date: 4/27/24

Resolution of the City of Atlantic City

No. 132

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 Lewis

Prepared by City Solicitor's Office

Council Member ALL COUNCIL presents the following Resolution:

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE ATLANTIC CITY BOARD OF EDUCATION TO PROVIDE GAS, TRASH, & SALT SERVICES

WHEREAS, the City of Atlantic City, a municipal corporation of the State of New Jersey (hereinafter "**CITY**"), and the Atlantic City School Board of Education, a body politic and corporate (hereinafter the "**BOARD**"), are desirous of entering into a Shared Services Agreement (hereinafter "**SSA**") for the provision of gas and trash services at a lower than prevailing market rate; 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** is able to obtain gas, trash, and salt product and services at a price which is lower than the prevailing market rate; and

WHEREAS, the **BOARD** is unable to procure gas, trash, & salt services at a lower than prevailing market rate; and

WHEREAS, the **BOARD** desires to purchase gas, trash, & salt services directly from the **CITY** at the lower market rate and thereafter reimburse the **CITY** for gas, trash, & salt service expenses which they incur to the extent to which they are expenses which are ordinary and necessary expenses to the **BOARD'S** business, an amount which may be adjusted or forgiven based upon authorizing the City of Atlantic City to use school facilities for recreational and other uses; and

WHEREAS, the form and substance of this Shared Services Agreement for Gas, Trash, & Salt Services shall be approved by the **BOARD**, as amended if necessary; and

WHEREAS, the underlying Shared Services Agreement allows for modification if signed by each party; and

WHEREAS, it is agreed between the parties that the term of the Shared Services Agreement shall be from March 1, 2025, to February 28, 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 the **ATLANTIC CITY BOARD OF EDUCATION** to procure gas, trash, & salt services at the **BOARD's** expense.

June 10, 2026 3:10 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.
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