

1/8/33 MK

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Atlantic City

&

Jewish Family Service of Atlantic & Cape May Counties

SECTION I – BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is made between City of Atlantic City, located at 1301 Bacharach Blvd, Suite 501, Atlantic City, NJ 08401 (hereinafter "City"), and Jewish Family Service of Atlantic & Cape May Counties (JFS), located at 607 North Jerome Avenue, Margate, NJ, 08402-1527.

WHEREAS, City, via its Job Readiness & Employment Resource Program (CDBG) (hereinafter, the "Program") agrees to collaborate with JFS in support of meeting the career development needs of Atlantic City students with disabilities who are 14-21 years of age and have a goal of entering competitive employment when they enter the workforce; and

WHEREAS, both parties agree to comply with applicable federal, state, and local laws, regulations, and internal policies governing confidentiality, privacy, data security, and the performance of their obligations under this MOU.

WHEREAS, to the extent confidential information is exchanged in connection with referrals, program participation, service coordination, internship or placement activity, safety planning, accommodations, or other authorized functions under this MOU, each party agrees that such information will be limited to the minimum necessary for the specific purpose, shared only as permitted by law and any required participant or parent/guardian authorization, and transmitted through secure and appropriate methods.

WHEREAS, if either party will create, receive, maintain, or transmit protected health information on behalf of the other party in a manner that requires a Business Associate Agreement (BAA) under applicable law, the parties agree that a separate BAA will be executed before such activity occurs.

NOW, THEREFORE, the following represents the understanding of both parties regarding their respective roles and responsibilities.

SECTION II – RESPONSIBILITIES OF JFS

- 1) JFS will engage with City as part of the Pre-ets Paid Internship grant state funded program focused on career development of in school youth with a disability.
- 2) JFS may request information reasonably necessary to carry out its responsibilities under this MOU, as permitted by applicable law and the scope of the partnership.
- 3) JFS will maintain records under its control in accordance with applicable law and its internal retention, confidentiality, privacy, and destruction policies.
- 4) JFS will present intern candidates who would like to Intern with the City for consideration.
- 5) JFS will assist in arranging transportation and assist in orientation for all interns.

- 6) JFS will provide payment to accepted interns for up to 150 hours of work during the Term as outlined herein.
- 7) JFS will review any referrals from City to be considered for potential intern positions in the Program.
- 8) The Program shall serve up to 25 individuals in Atlantic and Cape May Counties during the Term.

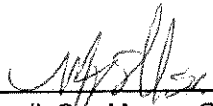
SECTION III – RESPONSIBILITIES OF City

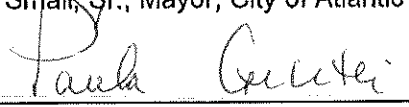
- 1) The Program will collaborate with JFS in connection with the Pre-ets Paid Internship grant.
- 2) City may request or provide information reasonably necessary to carry out its responsibilities under this MOU, as permitted by applicable law and the scope of this agreement.
- 3) City will maintain records under its control in accordance with applicable law and its internal retention, confidentiality, privacy, and destruction policies.
- 4) The Program will assist in matching interns to potential placements in Atlantic City government or local businesses.

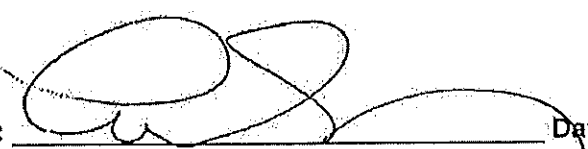
SECTION IV – GENERAL TERMS

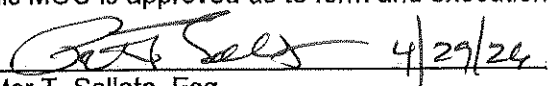
- 1) **Term** – This MOU shall be effective as of **October 1, 2025**, regardless of the actual date of signature, and shall remain in effect until **September 30, 2026**, unless earlier terminated in accordance with this MOU.
- 2) **Termination** – Either party may terminate this MOU by providing the other party with two (2) months' prior written notice. Prior to submitting such notice, both parties agree to make reasonable efforts to address and resolve concerns collaboratively.
- 3) **Independent Entities** – The parties are independent entities and nothing in this MOU shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between them.
- 4) **Indemnification** – To the extent permissible by law, each party agrees to indemnify, defend, and hold harmless the other party, including its officers, directors, employees, agents, and affiliates, from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from any negligent acts, omissions, or willful misconduct of the indemnifying party or its employees, agents, or subcontractors in connection with the performance of this MOU. This obligation includes, but is not limited to, claims arising from the indemnifying party's failure to comply with applicable laws, regulations, or the terms of this MOU.
- 5) **Insurance** –
 - a. Each party shall maintain, at its sole cost and expense, general and professional liability insurance covering its operations and employees under this MOU. Such insurance shall provide minimum coverage limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - b. Each party agrees to maintain this insurance throughout the term of this MOU and any applicable renewal period. Upon request, each party shall provide the other with a certificate of insurance evidencing the required coverage. Failure to maintain adequate insurance as outlined above shall be considered a material breach of this MOU.

- 6) **Licensure and Credentials** – Each party shall retain all necessary licenses and certifications required by applicable law and will ensure their staff maintain appropriate credentials.
- 7) **Confidentiality** – Both parties acknowledge that they may have access to confidential information in connection with this MOU and agree to protect such information from unauthorized use or disclosure. Any confidential participant information exchanged under this MOU shall be limited to the minimum necessary for the specific purpose, shared only as permitted by applicable law and any required participant or parent/guardian authorization, and maintained in accordance with applicable confidentiality, privacy, security, retention, and destruction requirements.
- 8) **Business Associate Agreement** – If the nature of the relationship requires either party to create, receive, maintain, or transmit protected health information on behalf of the other party in a manner that requires a Business Associate Agreement under applicable law, the parties shall execute a separate Business Associate Agreement before such activity occurs.
- 9) **Amendments** – This MOU may only be modified in writing, with authorization by designated representatives of both parties.

Signed:  Date: 5/4/26
Name/Title: Marty Small, Sr., Mayor, City of Atlantic City

Attest: 
Paula Geletei, City Clerk

Signed:  Date: 4/20/26
Name/Title: Andrea Steinberg, LCSW, CEO
Organization: Jewish Family Service of Atlantic & Cape May Counties

This MOU is approved as to form and execution.
 4/29/24
Peter T. Sallata, Esq.
Assistant City Solicitor

Resolution of the City of Atlantic City

No. 256

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 CDBG/s/ Lance Smith

Prepared by City Solicitor's Office

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

RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH JEWISH FAMILY SERVICE OF ATLANTIC & CAPE MAY COUNTIES (JFS) FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) JOB READINESS & EMPLOYMENT RESOURCE PROGRAM

WHEREAS, The City of Atlantic City, via its Job Readiness & Employment Resource Program (hereinafter, the "Program") wishes to collaborate with JFS in support of meeting the career development needs of Atlantic City residents with disabilities who are 14-21 years of age and have a goal of entering competitive employment when they enter the workforce; and

WHEREAS, both parties agree that this collaboration will be useful in helping the community whereby JFS will present internship candidates to the City via a state-funded program focused on career development for people with disabilities serving up to twenty-five (25) individuals; and

WHEREAS, JFS will provide payment to accepted interns for up to one hundred fifty (150) hours of work and such services shall be performed in accordance with applicable laws and regulations; and

WHEREAS, the City has determined that for reasons of efficiency and economy, procuring such services from JFS is prudent and fiscally sound.


NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor or his designee is hereby authorized to execute and the City Clerk to attest to an MOU, to be approved as to form by the City Solicitor, between the City of Atlantic City and **JEWISH FAMILY SERVICE OF ATLANTIC & CAPE MAY COUNTIES (JFS) FOR A CDBG JOB READINESS & EMPLOYMENT RESOURCE PROGRAM COMMENCING OCTOBER 1, 2025 TO SEPTEMBER 30, 2026**; and

April 28, 2026 1:25 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: APRIL 22, 2026


 /s/ Paula Geletei, City Clerk