

THIS AGREEMENT made and entered by and between the City of Atlantic City, a Municipal corporation of the State of New Jersey, hereinafter referred to as "City", and the **ATLANTIC CITY RESCUE MISSION**, a non-profit corporation, hereinafter referred to as "Mission" pursuant to Resolution No. 867 approved by the Council of the City on December 17, 2025.

WHEREAS, the parties are desirous of providing shelter to the homeless and destitute citizens of Atlantic City during Emergency Conditions; and

WHEREAS, the parties agree that Emergency Conditions shall be defined as those weather or emergent situations which, in the sole discretion of the Office of Emergency Management, create the need to shelter the homeless and destitute of Atlantic City; and

WHEREAS, each day that shelter is provided during Emergency Conditions shall be defined as an Emergency Shelter Day; and

NOW THEREFORE, the parties agree as follows:

1. The City hereby agrees to retain the services of the Mission for a period of six (6) months commencing January 1, 2026, and terminating June 30, 2026 (the "Term") with an option to extend this Agreement for an additional six (6) months through December 31, 2026 at the sole discretion of City, for the purpose of providing shelter to homeless and destitute citizens of Atlantic City during Emergency Conditions, known as Emergency Shelter Days.

2. That the number of Emergency Shelter Days and the number of individuals to be sheltered shall be consistent with past experience.

3. The Mission shall provide shelter for each Emergency Shelter Day during the Term as determined by the City.

4. The Mission shall provide shelter for a minimum of forty (40) individuals per Emergency Shelter Day.

5. The City shall be billed at Thirty-Five Dollars (\$35.00) per individual sheltered per activated CODE BLUE EVENT (as defined by City Ordinance) and EMERGENCY SHELTER

DAY; said charge shall not exceed One Thousand Four Hundred Dollars (\$1,400.00) per day. This Agreement is an **OPEN-ENDED CONTRACT** for Code Blue, and Emergency Sheltering with the following rates: Single- Thirty-Five Dollars (\$35.00), Family 2- Sixty-Five Dollars (\$65.00), Family 3- Eighty-Five Dollars (\$85.00), Family 4- One Hundred Twenty Dollars (\$120.00), and Family 5- One Hundred Thirty-Five Dollars (\$135.00) and the City is not obligated to order, accept or pay for said items except when so ordered no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the order, the certification of available funds shall be made by the Chief Financial Officer or certifying finance officer, as appropriate, and attached to the file copy of the purchase order or other such document, pursuant to N.J.A.C. 5:34-4.9.

6. The Mission shall prepare a written monthly statement to the City designating the nights for which the Mission provided Emergency Shelter Days. The monthly statement shall be submitted by the 15th of each calendar month commencing on the second month of the Agreement and thereafter until the expiration or termination of the Agreement. The City will pay the Mission within forty-five (45) calendar days of the date of submission of the statement. At any time during the Term of the Agreement, the City is free to audit the Missions records to verify that the Mission did shelter at least forty (40) individuals over and above those paid for by the City's Municipal Welfare Department. The Mission agrees to keep records available for this purpose.

7. The City shall provide at least one (1) Police Officer at the Mission during each Emergency Shelter Day from 4:00 p.m. until 8:00 a.m. Such officer from City shall also conduct hourly checks of the premises to ensure orderly operations at the Mission. However, should the officer be called to an emergency or call for service outside the Mission and be forced to depart, such departure shall not be considered a breach of this Agreement.

The City shall also provide one (1) City employee from the Health & Human Services Department (HHS) during the hours a Code Blue event is called. To avoid duplication of efforts City employee will coordinate with the Mission when providing case management services, entering individuals into HMIS, conducting client intake and maintaining attendance logs. HHS employee shall also provide information and referrals for various services (i.e. Drug and alcohol

treatment, job placement, mental health services) during Code Blue events.

8. The Mission agrees not to assign this Agreement in whole or in part, without the prior written consent of the City.

9. The Mission agrees that any and all individuals that are sheltered on the City's behalf will not be required to attend religious services.

10. Either party may terminate this Agreement with thirty (30) days prior written notice to the other party.

11. The Mission agrees to indemnify and hold the City harmless from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties while on the Mission's premises, excepting claims arising solely from the gross negligence or willful misconduct of City, its respective directors, officers, agents and employees. If any action is brought against the City, the Mission shall immediately take charge of and defend same at its own cost and expense. The City may, if it so desires, defend such actions and charge the expense against the amount due and owing the Mission.

12. The Mission 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.

The Agreement is effective as of the date of complete execution hereof.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its Mayor and attested by its City Clerk and the Seal of the City to be hereto affixed, and the Mission 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
Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

BY: Marty Small, Sr.
Marty Small, Sr., Mayor

DATE: 3-26-26

ATTEST:

[Signature]
Vice President/C.F.O.

ATLANTIC CITY RESCUE MISSION

BY: [Signature]
President/C.E.O.

DATE: 3/24/2026

The Agreement is approved as to form and execution.

Date: 3/24/26

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

STATE OF New Jersey)
) ss.

COUNTY OF Atlantic)

I CERTIFY that on March 24, 2026, 2026,
Bob Stahler, 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
Acem Board of Trustees
(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

March 24, 2026

[Signature]
Secretary or Asst. Secretary



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 City Reggae Mission
Name: Don Brown
Title: President
Signature: [Handwritten Signature]
Date: March 24, 2010

Resolution of the City of Atlantic City

No. 867

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

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Department of Emergency Management/s/ Chief Scott Evans

Prepared by City Solicitor's Office

Council Member RANDOLPH presents the following Resolution:

RESOLUTION TO APPROVE AN OPEN-ENDED CONTRACT WITH THE ATLANTIC CITY RESCUE MISSION TO PROVIDE SHELTER TO HOMELESS AND DESTITUTE CITIZENS OF ATLANTIC CITY DURING CODE BLUE AND/OR EMERGENCY SHELTER DAYS FOR SIX (6) MONTHS WITH AN OPTION TO EXTEND AN ADDITIONAL SIX (6) MONTHS IN 2026

BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to sign and the City Clerk to attest an agreement between the City of Atlantic City and the ATLANTIC CITY RESCUE MISSION from **JANUARY 1, 2026**, through **JUNE 30, 2026** with an option to extend the agreement for an additional six (6) months through **DECEMBER 31, 2026**, for the purpose of the Atlantic City Rescue Mission providing shelter to homeless and destitute citizens of Atlantic City during Emergency Conditions, known as Code Blue and Emergency Shelter Days; and


BE IT FURTHER RESOLVED that, as the agreement referenced above is an open-ended contract for Code Blue and Emergency Sheltering services at the following rates; **Single \$35.00; Family of 2 \$65.00; Family of 3 \$85.00; Family of 4 \$120.00; and Family of 5 \$135.00**, and such payments **SHALL NOT EXCEED \$1,400.00 per day ON CODE BLUE EVENTS ONLY**. The City is not obligated to order, accept or pay for said items except when so ordered, no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the available funds from account no. 5-01-25-261-353-290 shall be made by the Chief Financial Officer as appropriate and attached to the file copy of the purchase order or other such document, pursuant to N.J.A.C. 5:34-4.

December 22, 2025 11:39 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.
BAILEY	X					X	LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X					
KURTZ	X				X		TIBBITT	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: DECEMBER 17, 2025


 /s/ Paula Geletei, City Clerk