

At-1577
KC

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ATLANTIC CITY
AND
OUR COMMUNITY HARVEST: A CANNABIS EDUCATION COMPANY**

WHEREAS, OUR COMMUNITY HARVEST: A CANNABIS EDUCATION COMPANY (the "Consultant"), located at 84 Oweno Road, Mahwah, NJ 07430, and the **CITY OF ATLANTIC CITY** (the "City") located at 1301 Bacharach Boulevard, Atlantic City, NJ 08401, had discussions as to providing a research proposal to determine if a cap on Cannabis Dispensaries in the City of Atlantic City is warranted; and

WHEREAS, the rapid growth of Atlantic City's cannabis market is a significant opportunity for economic development, but it also presents challenges due to the concentration of dispensaries within the Green Zone area, which has resulted in concerns about market oversaturation which could potentially negatively impact the long-term viability of cannabis businesses and limit their ability to contribute to the local Atlantic City economy; and

WHEREAS, the City is in need of a consultant to provide a detailed research study aimed at providing a data-driven recommendation on a reasonable cap for dispensary licenses within the city, if needed; and

WHEREAS, this study will explore current market conditions, population dynamics, visitor trends, and business differentiation to ensure a balanced, sustainable cannabis market; and

WHEREAS, the Consultant is willing to provide this research study to the City of Atlantic City's Cannabis Review Board to assist them in making a determination and recommendation to the City of Atlantic City, City Council concerning the possibility of capping the number of dispensaries within the City of Atlantic City.

NOW, THEREFORE, on this 28th ^{2/28} day of July 2025, the **CITY OF ATLANTIC CITY** and **OUR COMMUNITY HARVEST: A CANNABIS EDUCATION COMPANY** hereby agree as follows:

1. RESPONSIBILITIES OF CITY OF ATLANTIC CITY:

- a. Provide the Consultant with all necessary relevant documentation about existing dispensaries and potential dispensaries necessary for determining an accurate view of the City's Cannabis Market. *accurate R/m*
- b. Provide Consultant with tax revenue information received by the City of Atlantic City from dispensaries within the City.
- c. Be responsive to any requests for information or support from the Consultant concerning the local cannabis market during the term of this Memorandum of Understanding ("MOU").

2. RESPONSIBILITIES OF CONSULTANT:

- a. Consultant will use all information provided by the City and other information relevant to the City's Cannabis Market as gathered by the Consultant to perform the market analysis and study concerning the City's cannabis dispensaries.
- b. Consultant will produce a study that will assist the City's Cannabis Review Board to make a determination and recommendation to the City Council concerning whether a cap is needed on the number of cannabis dispensaries within the City of Atlantic City. The Consultant will not function as a City employee and is not entitled to Workers' Compensation or other employment-related benefits through the City.

3. **COMPENSATION: Not to exceed amount of FIVE THOUSAND DOLLARS (\$5,000.00)**
4. **TERM:** This MOU shall become effective 28th^{APR}, July ____, 2025 and shall continue until the study is delivered to the Cannabis Review Board.
5. **INSURANCE COVERAGE: INTENTIONALLY DELETED. PLEASE SEE ATTACHED.**

Before commencing work, the Consultant agrees to hold harmless and indemnify the City of Atlantic City (City) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Consultant's operations under this MOU. This hold harmless and indemnification shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Consultant., any of its contractors, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the sole negligence of the City.

6. **INDEPENDENT CONTRACTORS:** the Consultant and its staff, including the Consultant, shall not be considered and are not employees of the City.
7. **MODIFICATIONS:** this MOU may be modified or amended by mutual consent of the parties where such modifications shall be in writing approved by both parties.
8. **GOVERNING LAW:** this MOU shall be governed and construed in accordance with the laws of the State of New Jersey in the courts of the State of New Jersey without regard to the principles of conflicts of law.
9. **CAPTIONS:** the caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this MOU.
10. **TERMINATION:** this MOU may be terminated by either party for any reasons upon written notice to the other party of the said intention to terminate.

IN WITNESS WHEREOF we have hereunto set our hands and seals on the day and year above first written:

ATTEST:

Paula Geletei

Paula Geletei, City Clerk

Dated: 8/4/2025

CITY OF ATLANTIC CITY

Marty Small, Sr.

Marty Small, Sr., Mayor

**OUR COMMUNITY HARVEST:
A CANNABIS EDUCATION COMPANY**

Rob Mejia

Print Name: Rob Mejia

President

Dated:

Approved as to form and execution.

Date: 7/31/2025

Karl Timbers
Karl Timbers, Assistant City Solicitor

STATE OF NJ)
) ss.
COUNTY OF Bergen)

I CERTIFY that on July 28, 2025,
[Signature], 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
Our Community Harvest LLC
(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
July 28, 2025

[Signature]
Secretary or Asst. Secretary

[Signature]



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

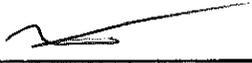
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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: Our Community Harvest LLC

Name: Rob Mejia

Title: President

Signature: 

Date: 7/28/25



A Cannabis Education CompanySM

Our Community Harvest LLC
84 Oweno Road
Mahwah, NJ 07430

July 28, 2025

RE: Affirmative Action Plan Approval Letter

To Whom It May Concern:

This letter is to confirm that Our Community Harvest LLC does not currently have any employees and does not meet the threshold requirements to maintain a formal Affirmative Action Plan (AAP) as outlined by the Office of Federal Contract Compliance Programs (OFCCP).

As a small business that occasionally engages independent contractors, freelancers, or interns, we are not subject to the federal AAP requirements, which apply to federal contractors or subcontractors with 50 or more employees and contracts exceeding \$50,000.

Should our circumstances change, and we meet the criteria in the future, we will comply fully with the requirements set forth under applicable federal regulations.

If you have any further questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

Robert Mejia
President
Our Community Harvest LLC