

**SOUTH ORANGE VILLAGE**  
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## **RESOLUTION #2021-179**

**June 28, 2021**

### **RESOLUTION AUTHORIZING AGREEMENT, ON NON-FAIR AND OPEN BASIS, BY AND BETWEEN TOWNSHIP OF SOUTH ORANGE VILLAGE AND MEGAN O'BRIEN FOR SERVICES RELATED TO THE SOUTH ORANGE CARE & COMMUNITY JUSTICE PROJECT**

**WHEREAS**, the Township of South Orange Village (the "Village") has created the Care & Community Justice Project as a pilot program to better serve their residents and visitors that suffer as a result of domestic violence, homelessness, drug addiction, juvenile delinquency, mental illness, police mistrust and will benefit from social work and restorative practices; and

**WHEREAS**, the Care & Community Justice Project is intended to further enhance the South Orange Police Department's cultural improvements already under way and permanently embed care and compassion service values into Police Department operational strategy, protocol, and day to day interactions; and

**WHEREAS**, the Care & Community Justice Project is in the process of developing best practices that are data driven and scalable so that they can be replicated across other Essex County communities and beyond; and

**WHEREAS**, on February 8, 2021, the Board of Trustees for the Township of South Orange Village adopted Resolution 2021-026 authorizing the execution of an agreement with Megan O'Brien in connection with the Care & Community Justice Project as a pilot program to better serve their residents and visitors that suffer as a result of domestic violence, homelessness, drug addiction, juvenile delinquency, mental illness, police mistrust and will benefit from social work and restorative practices; and

**WHEREAS**, the agreement authorized by Resolution 2021-026 was of limited duration and has expired by its own terms; and

**WHEREAS**, the Village wishes to continue its professional engagement of Megan O'Brien; and

**WHEREAS**, the Village wishes to re-engage the services of Megan O'Brien, on a



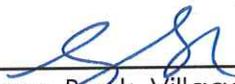
non-fair and open basis, for an amount not to exceed \$13,800 to be billed monthly, to assist in the implementation of the Care & Community Justice Project. Contract to be extended through December 31, 2021.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Township of South Orange Village that:

1. The annexed Agreement or agreement in substantially the same form and content is hereby approved.
2. The Village President is hereby authorized to execute an agreement in substantially the same form and content.

**CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Gregory Bock, Village Treasurer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item	Description	Amount
02-3000-03-6000-010	Community Care Justice Program Grant	NOTE \$13,800. <sup>00</sup>
		6/25/2021
Gregory Bock, Village Treasurer		Date



Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Brown						
Coallier			X			
Haskins			X			
Hartshorn Hilton	X		X			
Jones		X	X			
Zuckerman			X			

### CERTIFICATION

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, June 28, 2021.

Ojetti E. Davis  
Acting Village Clerk

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
TOWNSHIP OF SOUTH ORANGE VILLAGE AND MEGAN O'BRIEN AS PROJECT  
MANAGER/CONSULTANT FOR THE  
SOUTH ORANGE PROJECT

WHEREAS, the Township of South Orange Village ("South Orange") has created the Care & Community Justice Project as a pilot program to better serve their residents and visitors that suffer as a result of domestic violence, homelessness, drug addiction, juvenile delinquency, mental illness, police mistrust and will benefit from social work and restorative practices; and

WHEREAS, the Care & Community Justice Project is intended to further enhance the South Orange Police Department's cultural improvements already under way and permanently embed care and compassion service values into Police Department operational strategy, protocol, and day to day interactions; and

WHEREAS, the Care & Community Justice Project is in the process of developing best practices that are data driven and scalable so that they can be replicated across other Essex County communities and beyond; and

WHEREAS, on February 8, 2021, the Board of Trustees for the Township of South Orange Village adopted Resolution 2021-026 authorizing the execution of an agreement with Megan O'Brien in connection with the Care & Community Justice Project as a pilot program to better serve their residents and visitors that suffer as a result of domestic violence, homelessness, drug addiction, juvenile delinquency, mental illness, police mistrust and will benefit from social work and restorative practices; and

WHEREAS, the agreement authorized by Resolution 2021-026 was of limited duration and has expired by its own terms; and

WHEREAS, South Orange wishes to continue its professional engagement of Megan O'Brien; and

WHEREAS, South Orange wishes to re-engage the services of Megan O'Brien, on a non-fair and open basis, for an amount not to exceed \$13,800 to be billed monthly, to assist in the implementation of the Care & Community Justice Project. Contract to be extended through December 31, 2021; and

WHEREAS, the Township of South Orange Village wishes to hire Ms. Megan O'Brien under a consultant contract, priced based on a monthly retainer not to exceed \$13,800 for the calendar year 2021, to be paid at the end of each month based on the following schedule:

- \$1,400 through August 2021
- \$2,100 from September through December, if not licensed; and
- \$2,400 from September through December, if licensed.

Ms. O'Brien will 1) invoice services monthly under the contract, 2) pro rate the monthly retainer fee to the extent she works only a portion of the month, and 3) be paid in full upon completion of any applicable

Project deliverables. Note that South Orange plans to foster a culture of continuous improvement on this Project and so will provide real time assessment and feedback for its contracted consultants. This assessment and feedback will help us determine whether and how to design any continuing involvement beyond the initial contract term.

Now, therefore, the Parties execute this Memorandum of Understanding (“MOU”) to memorialize their desire, roles and intent to successfully implement the Project.

The above Whereas clauses are incorporated herein as if repeated verbatim.

1. Deliverables, Roles and Scope of Services:

a. South Orange shall create and fund a pilot program to be known as the Care & Community Justice Project.

b. Ms. Megan O’Brian will provide a minimum of 10 hours each week through August 2021 and 15 hours each week from September to December and will serve as Assistant Project Manager on the Project and Support to Kristen Miller with roles and duties as follows:

- Develop spreadsheets, diagrams and process maps to document needs
- Conduct literature reviews
- Collect and analyze data
- Summarize project results
- Prepare progress reports and first drafts of related press releases
- May lead or guide the work of student interns
- Assist with preparation of all educational and training workshops and evaluation strategies
- Engage clinical and community partners in research
- Market training and technical assistance resources to clinical partners and academic investigators
- Attend project meetings
- Create and maintain comprehensive project documentation
- Serve as a liaison to other municipalities with interests in the Project
- Perform other related duties as assigned

c. South Orange agrees to remit payment to Ms. O’Brien for the Project using the following party and account information:

i. Name:

ii. Address:

iii. ABA number:

2. Term: This MOU shall commence upon execution, and shall continue to and include December 31, 2021, unless it is terminated by either party by written notice 30 days prior to the termination date.

3. Independent Contractor Status: South Orange and Ms. O'Brien (with South Orange are hereby collectively referred to as the "Parties") and any consultants, liaisons, volunteers, and/or other Project partners/participants, shall be deemed at all times to be independent contractors and are wholly responsible for the manner in which they perform the services and work requested by the Project under this MOU. As independent contractors, neither of the Parties, or their employees or agents will hold themselves out as, or claim to be, officers or employees of the other, or make any claim to any right or privilege applicable to one of the other, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee benefits, retirement membership or credit. All experts or consultants or employees who are engaged to provide services in furtherance of the Project under this MOU will not be employees of the Project and will not otherwise be under contract to the Care & Community Justice Project. Each of the respective parties alone shall be responsible for their employees' work, direction, compensation and personal conduct while engaged under this MOU. Nothing in this MOU shall impose any liability or duty for any acts, omissions, liabilities or obligations of any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent employed or engaged by one of the other parties, or for taxes of any nature, including, but not limited to, worker's compensation, unemployment insurance, disability benefits and social security to any person, firm or corporation affiliated with one of the other parties.
4. Confidential Information: In the course of work, the Parties may have access to or learn of information and records that are not rightfully in the public domain in the course of providing Services under this MOU and/or in furtherance of the Project. The Parties agrees to treat such information as confidential and not share it with persons or organizations without appropriate prior written approval.
5. Audits: The Parties will keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this MOU. Such books and records shall be kept available for examination by an independent auditor at all reasonable times and places during the period of this MOU and for six (6) years from the date of termination.
6. Indemnification: The Parties and their respective members, affiliates, partners, elected officials, officers, directors, employees, agents, and representatives shall indemnify and hold each other harmless from and against any and all claims, orders, damages, liabilities (including those for personal injury, death or property damage), costs and expenses, including reasonable attorney's fees and expenses, in whole or in part arising from or related to actions or omissions with respect to any willful misconduct in connection with this Agreement or in connection with the Care & Community Justice Project.

These indemnity obligations shall survive the termination or expiration of this MOU.

On this \_\_\_\_ day of \_\_\_\_ June \_\_\_\_\_, 2021, the parties have executed this Memorandum of Understanding.

Township of  
South Orange Village

Ms. Megan O'Brien

By: \_\_\_\_\_

By: \_\_\_\_\_