

SOUTH ORANGE VILLAGE
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RESOLUTION #2021-307

November 22, 2021

RESOLUTION AUTHORIZING AGREEMENT, ON NON-FAIR AND OPEN BASIS, BY AND BETWEEN TOWNSHIP OF SOUTH ORANGE VILLAGE AND JAYME GANEY 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, the Township of South Orange Village wishes to engage Jayme Ganey for a minimum of 20 hours a week under a monthly retainer in the amount of \$7,100.00 with a total amount not to exceed \$42,500.00. Ms. Ganey 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.

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.

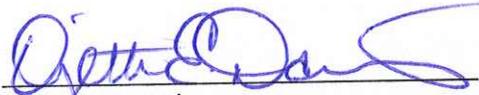
02-3000-03-6000-010 Community Care: Justice Grant NTE \$ 7,100.⁰⁰

Line Item	Description	Amount
		11/22/21
 Gregory Bock, Village Treasurer		Date

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Brown			X			
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, November 22, 2021.


 Ojetti E. Davis
 Acting Village Clerk

AGREEMENT BY AND BETWEEN
TOWNSHIP OF SOUTH ORANGE VILLAGE AND JAYME GANEY
TO PROVIDE SERVICES FOR THE SOUTH ORANGE COMMUNITY CARE & JUSTICE PROJECT

Whereas, the Township of South Orange Village (“South Orange”) and Essex County have created the Community Care & Justice Project (the “Project”) as a pilot program to better serve our entire community through public health outreach with particular care for our youth and others that can benefit from social work and restorative justice, and/or who experience bias or racial inequities, crime, bullying, homelessness, substance misuse, in-home violence, mental health crises, etc.; and

Whereas, the 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 the South Orange Police Department operational strategy, protocol, and day to day interactions; and

Whereas, the Project is intended to result in best practices that are data driven and scalable so that they can be replicated across other Essex County communities and beyond; and

Whereas, the Township of South Orange Village wishes to engage Jayme Ganey for a minimum of 20 hours a week under a monthly retainer in the amount of \$7,100.00 with a total amount not to exceed \$42,500.00. Ms. Ganey 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. South Orange and Ms. Ganey are collectively referred to as the “Parties.”

Now, therefore, the Parties execute this Agreement to memorialize their desire, roles and intent to successfully implement the Community Care & Justice Project.

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

1. Deliverables, Roles and Scope of Services:

- a. South Orange has created and funded a pilot program known as the Community Care & Justice Project.
- b. South Orange engages Ms. Ganey to serve as the Community Care and Justice Program Director with roles and duties as follows:
 - i. Oversee program services and execution against Program mission and goals;
 - ii. Develop and execute grant sourcing processes to secure sufficient ongoing Program services funding;
 - iii. Oversee and execute Program communication strategy and goals, developing team archiving practices and processes that serve to promote the Program to the community and potential funders; and
 - iv. Develop cultural competency programming addressing racial, socioeconomic and other demographic diversity within the community.

- c. South Orange agrees to remit payment to Jayme Ganey.
 - d. This Agreement does not commit South Orange to the traditional role of employer. South Orange is not responsible for the payment of withholding taxes, unemployment insurance, worker's compensation insurance, professional liability insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of Ms. Ganey.
2. Term: This Agreement shall commence upon execution, and shall continue to and include May 31, 2022, unless it is terminated by either party by written notice 30 days prior to the termination date.
 3. Independent Contractor Status: Ms. Ganey shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which she performs the services and work requested by the Project under this Agreement. As an independent contractor, Ms. Ganey will not hold herself out as, or claim to be, an officer or employee of South Orange, or make any claim to any right or privilege applicable to South Orange, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee benefits, retirement membership or credit. Ms. Ganey will not be an employee of the Project and will not otherwise be under contract to the Community Care & Justice Project. Each of the respective Parties alone shall be responsible for their employees' work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement 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 Agreement and/or in furtherance of the Community Care & Justice Project. The Parties agree to treat such information as confidential and not share it with persons or organizations without appropriate prior written approval.
 5. Intellectual Property: Copyright in all deliverable items produced in whole or in part under this agreement vests in South Orange and may not be the subject to an application for copyright by or on behalf of Ms. Ganey. To the extent that such deliverables are not works made for hire, Ms. Ganey assigns all copyright in such items to South Orange and will execute any further documents necessary to perfect title in South Orange.
 6. 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 Agreement. 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 Agreement and for six (6) years from the date of termination.

7. Indemnification: The Parties and their respective members, affiliates, partners, elected officials, officers, directors, employees, agents and representatives, shall indemnify and hold harmless 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 performance under this Agreement or in connection with the Community Care & Justice Project.

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

On this ____ day of _____, 2021, the parties have executed this Agreement.

Township of
South Orange Village

Jayne Ganey

By: _____

By: _____