

SOUTH ORANGE VILLAGE
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RESOLUTION #2021-027

FEBRUARY 8, 2021

RESOLUTION AUTHORIZING AGREEMENT, ON NON-FAIR AND OPEN BASIS, BY AND BETWEEN TOWNSHIP OF SOUTH ORANGE VILLAGE AND DANA RACHLIN FOR SERVICES RELATED TO THE SOUTH ORANGE CARE & COMMUNITY JUSTICE PROJECT

WHEREAS, the Township of South Orange Village ("South Orange") and Essex County have 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, it shall be the intent of the Care & Community Justice Project to develop best practices that are data driven and scalable so that they can be replicated across other Essex County communities and beyond; and

WHEREAS, South Orange wishes to engage the services of Dana Rachlin, on a non-fair and open basis, for an amount not to exceed \$17,500, to assist in the implementation of the Care & Community Justice Project and recognizes that Dana Rachlin may also do business as NYC Together, Inc. Monthly retainer to be \$3000.00 per month for three(3) months.

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.

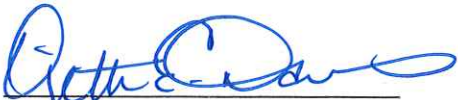
01-2010-25-1212-B00 Police o/c NTE \$ 9,000-
Line Item Description Amount

Gregory Bock, Village Treasurer 2/8/21 Date

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke		X	X			
Coallier			X			
Hartshorn Hilton			X			
Jones			X			
Schnall	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, February 8, 2021.


Ojetti E. Davis
Acting Village Clerk

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

Whereas, the Township of South Orange Village ("South Orange") and Essex County desire to create the Care & Community Justice Project (the "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 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 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 Dana Rachlin under a three month contract, priced based on a monthly retainer of \$3,000 and a minimum of 20 hours a week. Ms. Rachlin will invoice services monthly under the contract and will be paid in full upon completion of any applicable Project deliverables; and

Whereas, Dana Rachlin also does business as NYC Together, Inc. and NYC Together, Inc. agrees to furnish Dana Rachlin's personal services in this regard. South Orange, Dana Rachlin and NYC Together, Inc. 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 Care & Community Justice Project.

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. South Orange engages Dana Rachlin, and/or NYC Together, Inc. (provided NYC Together, Inc. is properly registered and qualified to contract with South Orange) to provide services on the South Orange Care & Community Justice Project.
- c. To the extent NYC Together, Inc. is properly registered and qualified to do business with South Orange, South Orange agrees to remit payment to NYC Together, Inc. on behalf of and for the services of Dana Rachlin for services provided to the South Orange Care & Community Justice Project.
- d. This Agreement does not commit South Orange to the traditional role of employer. As stated below, South Orange is not responsible for the payment of withholding taxes, unemployment insurance, worker's compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the NYC

Together, Inc.

- e. To the extent NYC Together, Inc. is not properly registered and qualified to do business with South Orange, South Orange agrees to remit payment to Dana Rachlin.
2. Term: This Agreement shall commence on February 1, 2021, and shall continue to and include April 30th, 2021, unless it is terminated by either party by written notice 30 days prior to the termination date.
3. Independent Contractor Status: NYC Together, Inc. and Dana Rachlin 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 Care & Community Justice Project under this Agreement. As independent contractors, neither NYC Together, Inc. nor Dana Rachlin (or their employees or agents) will hold themselves out as, or claim to be, officers or employees 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. Neither NYC Together, Inc. nor Dana Rachlin (or their employees or agents) will not be employees of the Care & Community Justice 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 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 Care & Community Justice Project. The Parties agrees 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 either NYC Together, Inc. or Dana Rachlin. To the extent that such deliverable are not works made for hire, NYC Together, Inc. and/or Dana Rachlin assign 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 Care & Community 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

Dana Rachlin
d/b/a NYC Together, Inc.

Dana Rachlin

By: _____

By: _____

By: _____