

A

MEMORANDUM OF UNDERSTANDING

THIS MOU ENTERED INTO ON THIS 11th DAY OF FEBRUARY 2021

BETWEEN

CITY OF ATLANTIC CITY

AND O.C.E.A.N. INC.

WHEREAS, O.C.E.A.N. Inc., a nonprofit corporation, organized pursuant to statute, located at 40 Washington Street, Toms River, NJ 08753, and the City of Atlantic City (the "City") located at 1301 Bacharach Boulevard, Atlantic City, NJ 08401, had discussions as to permitting a consultant funded and provided by O.C.E.A.N. Inc. to assist the City with developing its One Neighborhood Evolution Program, as described in **Attachment A**.

WHEREAS, the One Neighborhood Evolution Program is a City initiative designed to reduce the City's violent crime by training local and rehabilitated ex-offenders to prevent incidents of violent crime in the City through preventative intervention and/or mediation.

WHEREAS, the City is in need of a consultant to assist in developing the One Neighborhood Evolution Program and helping to ensure that the Program is planned and executed effectively.

WHEREAS, O.C.E.A.N. Inc. is willing to fund and provide a consultant (the "Consultant") to assist with the foregoing Program for up to ten (40) hours per week, paid by O.C.E.A.N. Inc.; and

NOW, THEREFORE, on this 11th day of February 2021, the City of Atlantic City and O.C.E.A.N. Inc. hereby agree as follows:

1. RESPONSIBILITIES OF CITY OF ATLANTIC CITY:

- a. Provide the Consultant with an orientation relating to his or her responsibilities in supporting the One Neighborhood Evolution Program, including any reporting requirements.
- b. City of Atlantic City is a self-insured public entity.
- c. Be responsive to any requests for information or support from the Consultant and/or O.C.E.A.N. Inc. during the term of this Memorandum of Understanding ("MOU").

2. RESPONSIBILITIES OF O.C.E.A.N. Inc.:

- a. Allow the Consultant to perform work in connection with the One Neighborhood Evolution Program for up to 40 hours per week during the term below.
- b. Funding of the Consultant's work in connection with the One Neighborhood Evolution Program shall be the responsibility of O.C.E.A.N. Inc. and payment to the Consultant shall also be the responsibility of O.C.E.A.N. Inc. 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. **TERM:** This MOA shall become effective Monday, February 15, 2021 and shall continue until August 15, 2021.

CBW

4. **INSURANCE COVERAGE: INTENTIONALLY DELETED. PLEASE SEE ATTACHED.**

Before commencing work, and as a condition precedent for payment, O.C.E.A.N. Inc. shall purchase and maintain insurance, in conformance with the provisions contained in this MOU. This insurance will provide a defense 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 O.C.E.A.N. Inc.'s operations under this MOU. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to O.C.E.A.N. Inc., 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.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of O.C.E.A.N. Inc.'s insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, O.C.E.A.N. Inc. will defend and indemnify the City at O.C.E.A.N. Inc.'s expense.

O.C.E.A.N. Inc. must obtain the required insurance with the carrier rated A-VIII or better by A. M. Best. In the event O.C.E.A.N. Inc. subcontracts any part of this project, these insurance requirements must apply to all subcontractors.

O.C.E.A.N. Inc. shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$ 1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)

\$ 2,000,000.00 General Aggregate

\$ 2,000,000.00 Products/Completed Operations Aggregate

\$ 1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to Indemnification shall be included in the policy. The General Liability policy Aggregate Limits shall apply separately to the project/location as defined in Section Two, Scope of Services. As an alternative, O.C.E.A.N. Inc. may provide Commercial General Liability Insurance with no aggregate.

Comprehensive Automobile Liability Insurance

\$ 1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by O.C.E.A.N. Inc..

Volunteer Accident Insurance

\$ 100,000 Accidental Medical Expense per Volunteer

Workers' Compensation and Employers' Liability Insurance

\$ 500,000.00 Each Accident

\$ 500,000.00 Each Employee for Injury by Disease

\$ 500,000.00 Aggregate for Injury by Disease

If O.C.E.A.N. Inc. is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law.

Other Conditions

The City, along with their respective elected or appointed officials, officers, agents and

employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on O.C.E.A.N. Inc.'s Commercial General Liability Policy, Business Auto Liability and Excess Policy all of which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this MOU that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by O.C.E.A.N. Inc., any of its Contractor's, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law.

A Waiver of Subrogation clause shall be added to the General Liability, Excess Liability, Automobile Liability and Professional Liability policies in favor of the City and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to O.C.E.A.N. Inc.'s Worker's Compensation policy if allowed by state law.

If O.C.E.A.N. Inc.'s policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

In any and all claims against the Additional Insureds by any employee of O.C.E.A.N. Inc., anyone directly or indirectly employed by O.C.E.A.N. Inc. or anyone for whose acts O.C.E.A.N. Inc. may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for O.C.E.A.N. Inc. under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

O.C.E.A.N. Inc. shall maintain in effect all insurance coverages required under this MOU at O.C.E.A.N. Inc.'s sole expense and with a carrier(s) rated A-VIII or better by A. M. Best. In the event O.C.E.A.N. Inc. fails to obtain or maintain any insurance coverage required under this MOU, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to O.C.E.A.N. Inc., or, in the alternative, terminate this MOU. In the event the coverage is cancelled or non-renewed, the insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal.

5. **INDENMITY:** The Parties shall be responsible for their own acts of negligence.
6. **SEXUAL HARASSMENT POLICY:** O.C.E.A.N. Inc. shall adhere to the City's sexual harassment policy applicable to employees, and the Consultant shall adhere to the City's sexual harassment policy applicable to employees.
8. **INDEPENDENT CONTRACTORS:** O.C.E.A.N. Inc. and its staff, including the Consultant, shall not be considered and are not employees of the City.
9. **MODIFICATIONS:** This MOA may be modified or amended by mutual consent of the parties where such modifications shall be in writing approved by both parties.
10. **GOVERNING LAW:** This MOA 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.
11. **CAPTIONS:** The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this MOA.

12. **TERMINATION:** This MOA 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: 2/11/2021

CITY OF ATLANTIC CITY

Marty Small, Sr.

Marty Small, Sr., Mayor

O.C.E.A.N. Inc.

Channell Wilkins

Channell Wilkins
CEO

Dated:

Approved as to form and execution.

Date: 2/11/21

Matthew Sykes
Matthew Sykes, Assistant City Solicitor

ATTACHMENT A

ONE NEIGHBORHOOD EVOLUTON (ONE!)

EVOLUTION: THE GRADUAL DEVELOPMENT OF SOMETHING, ESPECIALLY FROM A SIMPLE TO MORE COMPLEX FORM

The proposed program is designed to dramatically reduce violent crime amongst adults and youth in the traditional troubled neighborhoods in Atlantic City. We must have a civilian unit to assist the police department and other law enforcement agencies. I propose the civilians we hire, are rehabilitated ex offenders, who have knowledge and relationships in the targeted communities. In addition to working in the targeted areas, this unit will work citywide in each ward to assist the newly formed community police initiative, juvenile detectives, school resource officers, families and clergy. This unit will assist the ex offender population and at risk youth with employment and other resources to mainstream them back into society and their families.

QUALITY OF LIFE COMPONENTS

- JOB TRAINING & PLACEMENT
- LIFE SKILLS
- FINANCIAL LITERACY
- CONFLICT RESOLUTION
- TRAUMA (ATLANTICARE & ALCOVE)
- COUNSELING
- PATHSTONES

PROGRAM GOALS

- TO DEVELOP & IMPLEMENT A COMPREHENSIVE STRATEGY FOR INTERVENTION & REINTERGRATION OF EX-OFFENDERS
- TO IMPROVE THE QUALITY OF LIFE AND DECREASE CRIME IN TARGETED AREAS
- TO REDUCE CRIME BY ELIMINATING RISK FACTORS THAT CONTRIBUTE TO CRIMINAL BEHAVIOR