

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DA17-0711-35**

Date of Adoption **JULY 11, 2017**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **COX**

SECONDED BY **JONES**

APPROVE THE SERVICE PURCHASE CONTRACT AGREEMENT BETWEEN THE TOWNSHIP OF IRVINGTON AND THE IRVINGTON BOARD OF EDUCATION

WHEREAS, the Township of Irvington and the Board of Education desire to join together to provide School Resource officer(s) (SRO), additional security services as well as other police services which shall be on an "as needed" basis for the Irvington Township School District; and

WHEREAS, the Municipal Council approves said Service Purchase Contract between the Township and the Board of Education; and

WHEREAS, the proposed contract between the Township of Irvington and the Board of Education for the (2017 - 2018) school year, a copy of which is attached and made a part hereof, be and it hereby is approved, and the Township Clerk, Harold Weiner, Mayor, Tony Vauss, or other Officer, is hereby authorized to execute the same in duplicate and to deliver a duplicate original to the Irvington Board of Education;

NOW THEREFORE BE IT RESOLVED that the governing body of the Township of Irvington, in the County of Essex, in the State of New Jersey, hereby authorizes the Township and the Board to enter into a Service Purchase Contract for the (2017 - 2018 school year Further, The Township and the Board are hereby authorized to do and perform any and all acts, including execution of any and all documents as shall be deemed necessary or advisable to carry out the purposes and intent of the Service Purchase Contract.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	X				INMAN	X			
COX	X				JONES, 2ND VICEPRESIDENT	X			
FREDERIC				X	LYONS, PRESIDENT	X			
DR. HUDLEY	X								

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE **JULY 11, 2017**

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]*

DATE **7/11/17**

ADMINISTRATOR ☒ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ EDGO ☐ ENGINEER ☐ FIRE ☐ CF ☐ HEALTH ☐ HOUSING ☐ INIC ☐ JUDGE ☐ LEGAL ☒ LIBR ☐ LICEN ☐ MAYOR ☐ NPP ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☒ PUBLIC WORKS ☐ PURCHASING ☐ SEC ☐ PB/ZBA ☐ TRAFFIC ☐ ZONING ☐ OFF ☐ DLGS ☒ GNCD ☐ OTHER(S): **School Bd Secretary**



TOWNSHIP OF IRVINGTON
OFFICE OF THE TOWNSHIP CLERK
MUNICIPAL BUILDING
CIVIC SQUARE
IRVINGTON, NEW JERSEY 07111
Tel: (973) 399-6664
Fax: (973) 416-6417
www.irvington.net

Harold E. Wiener, R.M.C., C.M.C., M.M.C.
Municipal Clerk

July 12, 2017

Timothy Cunningham, Director
Division of Local Government Services
101 South Broad Street
Post Office Box 803
Trenton, N.J. 08625-0803

Dear Director Cunningham:

Enclosed herewith please find the following:

1. Resolution authorizing an agreement between the Township of Irvington and the Irvington Board of Education for School Resource Officers for the 2016-2017 school year.
2. Resolution authorizing an agreement between the Township of Irvington and the Irvington Board of Education for School Resource Officers for the 2017-2018 school year.

Very truly yours,

Harold E. Wiener
Municipal Clerk

enclosures (2)

cc: Board of Education
Township Attorney
Business Administrator
Qualified Purchasing Agent

**SERVICE PURCHASE CONTRACT
BETWEEN THE TOWNSHIP OF IRVINGTON AND
THE IRVINGTON BOARD OF EDUCATION**

THIS AGREEMENT made this 1st day of July 2017 by and between **THE TOWNSHIP OF IRVINGTON**, a Municipal Corporation of the State of New Jersey ("Township"), having an office at 1 Civic Square, Irvington, New Jersey, 07111 and the **IRVINGTON TOWNSHIP BOARD OF EDUCATION**, an education entity of the State of New Jersey ("Board"), having its principal offices at 1 University Place, Fourth Floor, Irvington, New Jersey 07111 (also collectively known as the "Parties").

WITNESSETH:

WHEREAS, the Township and the Board desire to join together to provide a School Resource Officer(s) ("SRO"), additional security services as well as other police services which shall be on an "as needed" basis for the Irvington Township School District.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the Township and the Board do hereby agree as follows:

1. The Township shall provide at least one fully trained SRO for the Irvington Public Schools, at each location designated by the Board, during normal school hours on each day that schools are in session. The Board shall provide a reasonable location for the officer to be stationed during service hours to accommodate the SRO, if necessary for the SRO's assignment. The Board shall designate the SRO's as follows:

- 1 SRO at Union Avenue Middle School;
- 1 SRO at University Middle School;
- 1 additional SRO at Irvington High School (note: there is already one SRO stationed at the high school); and
- 2 SRO's to float between 8 elementary schools.

2. The SRO provided by the Township shall be fully trained in accordance with all applicable State laws and regulations including, but not limited to, N.J.S.A. 18A:17-43.1. The SRO shall have the responsibilities and exercise authority as provided by State law and regulations. Specifically, the duties and responsibilities of the SRO shall include, but not be limited to, the following:

A. Patrol the campus of the District's schools, together with the surrounding area, in order to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, bullying, gang involvement, drugs or similar activities.

B. Act as a liaison between the Board and the Police Department of the Township.

C. Establish and maintain a working rapport with the school administration, staff, and students in each school District.

D. Assist in mediating disputes on each school campus, including working with students to help them solve disputes in a non-violent manner.

E. Perform other duties as mutually agreed upon by the building Principal of each school, the SRO, and the Chief of Police or his or her designee, provided that the duty is legitimately and reasonably related to the SRO program as described in this Agreement, and is consistent with Federal and State law, the Revised General Ordinances of the Township, and the policies, procedures, rules and regulations of the Police Department of the Township and the Board.

3. The Township shall provide an Alternate School Resource Officer, who shall act as a substitute Officer, should the designated SRO be unavailable for any reason, i.e., training, off-duty time, illness, vacation or leave of absence. The Alternate SRO shall possess equivalent qualifications and training consistent with those of the SRO. The substitution of the Alternate SRO shall, in no way, affect any other provision of this Agreement including, but not limited to, compensation and other costs associated with the SRO position.

4. The Board of Education shall have complete control and discretion in scheduling each Student Resource Officer for assignments in the District for up to 8 hours in a 24 hour period. Any changes in scheduling of the Officer's assignment shall be accompanied by written approval from the Superintendent's Office or the Superintendent's designee.

5. The Board shall pay compensation in the amount of \$23,000.00 per school year as follows:

(a) For the 2017-2018 school year, commencing September 1, 2017 to June 30, 2018. (180 school days)

(b) No compensation will be due from the Board to the Township during the

summer recess while the District's schools are not in session.

(c) The parties can renew the agreement annually thereafter and the rate shall be negotiated at renewal of the agreement, if either party wishes to renegotiate same.

In return, the Board shall receive the services of one (1) fully trained SRO for the ten (10) month school year at each location designated by the Board. The Board shall provide payment to the Township in equal monthly installments, which payments shall be submitted to the Township Revenue and Finance Office on the last day of each month.

6. The Township shall be responsible for any and all other costs associated with the SRO, including, but not limited to benefits, police related overtime, uniforms, vacation and sick/personal leave. Any pre-arranged after hours "school related" events that the SRO would be required to attend and that would create overtime, will be paid by the Board.

7. Both parties shall expect a School Resource Officer to be on duty at the schools in which he or she is assigned for that particular day, as outlined in this Agreement unless there is an emergent issue that requires the Officer to be used as part of the Police Department response to such an emergent incident. For instance, any issues that affect the health & safety of the students or force majeure. In any such instances, the officer will be replaced by a Community Service Officer until such time as he/she can return to his/her post.

8. The SRO shall remain an employee of the Police Department of the Township, and shall not be an employee of the Board. The SRO shall remain responsive to the supervision and chain of command of the Police Department of the Township. The Township and the Police Department of the Township shall remain solely responsible for the SRO's hiring, training,

discipline, or dismissal. Any allegation of improper conduct shall be referred to the SRO's immediate supervisor, or directly to the Chief of Police.

9. This agreement shall commence upon the approval of the Agreement by a resolution of both parties, and the execution thereof, and shall expire at the end of the 2017-2018 school year. Both parties may terminate this Agreement at any time, upon thirty (30) days prior written notice to the other party.

10. The designated contacts for this Agreement shall be as follows:

For the Township: Musa Malik, Director Police Department
Irvington Township Police Department
1 Civic Square
Irvington, NJ 07111
(973) 399-6215

For the Board: Superintendent, Dr. Neely Hackett
Irvington Township Board of Education
1 University Place, 4th Floor
Irvington, NJ 07111
(973) 399-6800 Ext. 2110

11. Each party agrees to maintain liability insurance as follows: general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and umbrella liability insurance of not less than \$5,000,000 per occurrence. The parties shall also indemnify and hold each other harmless from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), arising out of circumstances related to this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to,

any act or omission to act on the part of either party or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of either party.

12. The Parties agree that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the City for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the parties in connection with the Parties responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.

13. That the Parties agree to comply with the Affirmative Action Requirements set forth in Exhibit "A" attached to this Contract and incorporated herein, and shall supply the Municipality with the appropriate evidence of affirmative action compliance.

14. The Parties shall keep the work under its control and shall not assign, transfer, sublet, or otherwise dispose of this Agreement or any right to responsibility hereunder, without previous consent in writing by the Township and Board. The Parties shall not assign, in any way, the monies due or to become due under this Agreement, unless by and with the like consent of the Township and Board. Consent by the Township and Board of an assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

15. The police officers shall perform their work in a professional manner.

16. The failure of either party to insist upon strict performance of any of the covenants or conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of such covenants, conditions, or options, but the same shall be and remain in full force and effect.

17. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

18. Written notices given under this Agreement shall be by certified mail, return receipt requested, addressed as follows:

For the Board: Reginald Lamptey, Board Secretary
Irvington Township Board of Education
1 University Place, Fourth Floor
Irvington, NJ 07111

With a copy to: Board Attorney
Ronald C. Hunt, Esq.
60 Park Place, 16th Floor
Newark, NJ 07102

For the City: Musa Malik, Director Police Department
Township of Irvington
1 Civic Square
Irvington, NJ 07111

With a copy to: Ramon E. Rivera, Esq.,
Township Attorney
1 Civic Square
Irvington, NJ 07111

19. The City and the Board agree that no later than May 30th of each year following the approval of this Agreement that the terms of the Agreement for the next school year shall be confirmed by the parties to the Agreement.

20. This Agreement represents the entire agreement between the parties and may not be modified or amended, except by written agreement between the parties,

21. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF IRVINGTON

By: _____
HAROLD WIENER
Township Clerk
(Seal)

By: _____
TONY VAUSS, Mayor

IRVINGTON TOWNSHIP
BOARD OF EDUCATION

By: _____
Board Secretary
(Seal)

By: _____,
President

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS. PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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 or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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 with 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 Federal law and applicable Federal court decisions.

In conforming with the applicable 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, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.