

**AGREEMENT FOR EXTRA DUTY MANAGEMENT
SERVICES FOR THE WEST ORANGE POLICE DEPARTMENT**

THIS AGREEMENT made and entered into on this 10th day of October, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “**TOWNSHIP**”, party of the first part, and **HART HALSEY, LLC**, a Connecticut limited liability company doing business as **EXTRA DUTY SOLUTIONS** with offices located at 1 Waterview Dr., Suite 101, Shelton CT 06484, hereinafter referred to as “**EDS**”, party of the second part.

WITNESSETH THAT:

WHEREAS, on August 15, 2017, the Township Council adopted Resolution #176-17 authorizing the use of competitive contracting pursuant to N.J.S.A. § 40A:11-4.3 for the procurement of a Contract for Extra Duty Management Services for the West Orange Police Department; and

WHEREAS, N.J.S.A. § 40A:11-4.3(a) of the LPCL provides that Resolution #176-17 remains effective for purposes of procuring the present Contract for Extra Duty Management Services for the West Orange Police Department; and

WHEREAS, on August 3, 2023, the Township issued and advertised a Request for Competitive Contracting Proposals for Extra Duty Management Services (the “RFP”), annexed hereto as Exhibit “A;” and

WHEREAS, on or about August 23, 2023, the Township received three proposals in response to the RFP, including a proposal from Hart Halsey, LLC, doing business as Extra Duty Solutions (“EDS”) with offices at 1 Waterview Dr., Suite 101, Shelton CT 06484 in response to the RFP (the “EDS Proposal”); and

WHEREAS, the EDS Proposal is annexed hereto as Exhibit “**B**,”; and

WHEREAS, the EDS Proposal includes Section C captioned “Cost Criteria” whereby EDS set forth the following pricing schedule and administrative fee:

[] EDS will simply charge a flat 5% fee off the officers’ gross pay for all extra duty work, and cruiser fees. This fee is charged to the customer (whoever is paying for the detail). EDS does not charge for program configuration, in-person training, implementation, training, travel, or insurance. This fee structure is valid for five years. EDS does not levy extra fees to vendors for up front/escrow payments or payments by check. Nor does it charge the full scheduled fees on detail modifications or cancelations -- just the cancelation hours minimum the officers and Township charges.

Fee Category	Percentage of Hourly Rate or Fee	Notes
EDS Administrative	5%	Flat fee applied on top of officer pay and cruiser fee
Check Pre-Pay	0%	EDS does not charge customers for these payment methods
Check	0%	
ACH/Wire	0%	
Detail Modification	0%	[EDS] do[es] not charge for scheduling changes
Detail Cancellation	0%	
In-Person Training	\$0	Conducted when and where [Township] require[s].
On-Duty Software	0%	EDS will provide on-duty scheduling software to WOPD at no charge if wanted

Customers paying by credit card will be charged an additional 3.0% fee. Customers who have previously paid invoices late (past 30 days) or choose to not fund an escrow account, will be charged our current EDS administrative fees (displayed above) rather than the 5% flat fee.

****The “current EDS administrative fees” referenced in the excerpt above are as follows:**

WOPD Rates/hr	EDS Admin Fee.
Officer \$28.00	\$4.00
Officer \$41.00	\$4.10
Officer \$75.00	\$6.38
Officer \$90.00	\$7.65
Cruiser	\$0.43

and

WHEREAS, the Township formed an evaluation committee (the “Evaluation Committee”) to review all proposals received in response to its RFP; and

WHEREAS, one of the three proposals was rejected pursuant to N.J.S.A. § 40A:11-23.2 due to a fatal, non-waivable defect in that proposal, namely the failure to properly complete a mandatory form required by the RFP; and

WHEREAS, the EDS Proposal was complete and responsive to the RFP and demonstrated a clear understanding of the scope of the work and the Township’s objectives; and

WHEREAS, EDS has performed in a satisfactory manner over the past five years while providing the same services to the Township; and

WHEREAS, the EDS Proposal provided for EDS’s administrative fee to be charged to vendors/parties utilizing extra duty services from the West Orange Police Department, at a flat fee rate of 5% of the officers’ gross pay for all extra duty work and cruiser fees; and

WHEREAS, the Evaluation Committee has issued a report scoring the proposals with respect to technical, management and cost criteria and recommending that the Township award the Contract for Extra Duty Management Services to EDS as set forth within its Evaluation Report; and

WHEREAS, the Township and EDS have agreed to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. INCORPORATION BY REFERENCE TO RFP AND PROPOSAL. EDS hereby agrees to provide the services and other covenants set forth in the Township’s RFP, annexed hereto as Exhibit “**A**,” and set forth in the EDS Proposal, annexed hereto as Exhibit “**B**.” In the

event that a conflict or inconsistency exists between the RFP and the EDS Proposal, the RFP shall govern unless the Township provides written notice to EDS that a provision of the EDS Proposal shall govern over the provision in the RFP.

2. **TERM.** This Agreement shall commence on November 1, 2023 and continue for a period of thirty-six (36) months (the “Initial Term”). The Township will have to option of extending the term of this Agreement for an additional twenty-four (24) months (the “Extension”). Unless the Township provides notice to EDS to the contrary, the Extension shall automatically commence upon the end of the Initial Term. Consistent with the RFP, the Township may, at any time during the term of this Agreement, terminate the Agreement by providing thirty (30) days written notice to EDS.

3. **PRICING.** EDS shall be entitled to the fees consistent with and set forth in Section C of the EDS Proposal.

4. **ENTIRE AGREEMENT.** This Agreement and exhibits hereto constitute the entire agreement between the parties. To the extent any of the terms in this Agreement conflict with any previous agreement or contract between the parties, the terms of this Agreement prevail. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto and approved by the Township Council.

5. **CONSTRUCTION.** The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement. The parties agree that any and all disputes that arise under this Agreement will fall within the jurisdiction of the Superior Court of the State of New Jersey with venue in Essex County, New Jersey.

6. **CAPTIONS.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

7. **NOTICES.** All notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or by any overnight delivery service to the parties at the following addresses:

A. If to the Township, at their address set forth in the heading to this Agreement to the attention of the Business Administrator, with a copy to Franklin Barbosa, Jr., Esq., Schenck, Price, Smith & King, LLP, 220 Park Avenue, Florham Park, New Jersey 07932.

B. If to the EDS, at their address set forth in the heading to this Agreement to the attention of Rich Milliman, EDS, 1 Waterview Dr., Suite 101, Shelton CT 06484.

C. Any party may change the notice address by written notice to the other party.

8. **REMEDIES.** The parties agree that if EDS defaults on its obligations under this Agreement, the Township shall have the right to exercise any or all of the remedies enumerated in Section VII of the RFP captioned "Termination of Contract."

9. **INDEMNIFICATION.** In addition, the parties agree that any or all of the provisions, including, but not limited to the indemnification provision apply to this Agreement.

10. **SEVERABILITY.** The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect.

11. **GENDER.** As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

12. **MISCELLANEOUS.**

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of EDS with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

C. This Agreement shall not bind the Township until and unless approved and authorized by the Township Council and executed by the Mayor.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C.

By: _____
SUSAN MCCARTNEY, MAYOR

WITNESS:

HART HALSEY, LLC

By: _____
Rich Milliman, CEO