

Exhibit “A”

AGREEMENT FOR POLICE TRAINING

This Agreement (“Agreement”) is made and entered into this ____ day of May 2021, (the “Effective Date”), by and between the Township of West Orange (the “Township”) and Cavanaugh and Keenan, LLC., with its offices located at 20 Knollwood Terrace, Caldwell, New Jersey 07006 (the “Contractor”) (collectively the “Parties”).

Article 1 Definitions

1.1 **Definitions.** As used in the Agreement, the following terms shall have the meaning set forth below, unless the context requires otherwise:

“Agreement” means this agreement for Police Training as defined below.

“Township” means the Township of West Orange, a municipality in Essex County, New Jersey with its offices located at 66 Main Street, West Orange, New Jersey 07052 and a party to this Agreement.

“Contractor” means Cavanaugh and Keenan, LLC., with its offices located at 20 Knollwood Terrace, Caldwell, New Jersey 07006.

“Parties” means the Township and the contractors collectively.

“Effective Date” means (i) the date on which this Agreement commences; and (ii) the date on which the Township authorizes to execute the Agreement.

“Training” means the actual training to be presented to the members of the West Orange Police Department.

“Training Materials” means PowerPoints, lesson plans, videos and recordings, handouts, booklets, pamphlets or any other material provided by the contractor to supplement a didactic presentation.

Article 2 Terms and Conditions

2.1 **Term.** This agreement shall be effective upon the Effective Date and shall be in effect for a term of six (6) months.

2.2 **Rate.** Consistent with the Contractor’s Proposal, Contractor shall be paid \$15,000.00 for the term of this agreement. Contractor shall issue to the Township an invoice for the fee for services within 30 days after the training.

2.3 **Payment.** Payment shall be made to the Contractor in the full amount of \$ 15,000.00.

Article 3 Scope of Services

3.1 **Services to be Performed.** Contractor shall provide the following services:

- In-person training for a maximum of 100 members of the West Orange Police Department.
- Ten (10) Trainings, each eight (8) hours inclusive of lunch and appropriate breaks.
- Training shall consist of the five (5) subjects listed below:
 1. Overview of Mental Illness
 2. De-Escalation and Active Listening
 3. Dealing with Anger/Empathy
 4. Culture, LGBTQ and Biases
 5. Use of Force Policy review
- Training materials*, Evaluation forms and Certificates will be provided by the Contractor.
*All training materials are considered proprietary commercial information and are owned exclusively by Cavanaugh and Keenan, LLC.

3.2 **Facilities.** The Township will provide a facility, suitable for learning, to accommodate the number of students referred to in Section 3.1. The facility shall have electricity, internet access and a screen and amplifying devices for the expected group size.

Article 4 Insurance and Indemnification

4.1 **Insurance Requirements.** The Contractor shall maintain in force at all times during the term of the Agreement as a direct cost of operation, insurance coverage. Such coverage shall be provided on a primary and noncontributory basis and will be obtained from an insurance company authorized and licensed to do business in the State of New Jersey.

4.2 **Indemnification.** The Parties shall indemnify and hold the each other harmless, from any and all liabilities, damages, penalties, claims, demands, actions, suits, judgments and any and all costs, expenses or disbursements (including reasonable attorneys' fees and expenses) resulting from and against all claims, suits, judgments, expense, fines, penalties assessments and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the other Party.

Article 5 State and Federal Law Compliance

5.1 **Affirmative Action/ EEO Compliance Notice.** The contractor shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. (Affirmative Action/Equal Employment Opportunity).

5.2 **Business Registration Certificate.** On file with the Township of West Orange. If needed, no later than ten (10) days from the Effective Date, the Contractor shall provide to the Township of its proof of its business registration.

Proof of business registration shall be:

A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue or a copy of the web printed version provided by the NJ Division of Revenue.

Article 6 Miscellaneous

6.1 **Notices.** All notices, demands, requests and other communications provided for under this agreement, except for the real-time or routine communications between the designated representatives concerning the services provided pursuant to this Agreement or any term or condition of this Agreement, will be in writing addressed to the respective Party, as the case may be, at the following addresses. Either party may change the address to which notices are sent or the designation of its designated representative by written notice to the other as required by this Section 6.1. Notice will be deemed to have been given (a) when presented personally, upon receipt, (b) when sent by mail, postage prepaid, registered or certified, return receipt requested, on the date delivered to the addressee or (c) when sent by facsimile or other electronic transmission, on the date of electronic confirmation of transmission (if sent on a Business Day before 5:00 p.m. Eastern Prevailing Time) or the first Business Day thereafter (if sent at any other time) The names and addresses for the service of notices referred to in this section and the designated representatives are:

To Contractor: Cavanaugh & Keenan, LLC.
 20 Knollwood Terrace
 Caldwell, New Jersey 07006
 Attn: Richard Cavanaugh

To the Township: Township of West Orange
 66 Main Street
 West Orange, New Jersey 07052
 Attn: Clerk of Township of West Orange

6.2 **No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties, or to impose any partnership duty, obligation or liability on the Parties. No Party shall act as agent for the other, have the authority or hold itself out as having the authority to bind the other Party to any contract, obligation or commitment or take any other action on behalf of the other Party, in each case as expressly set forth in this Agreement.

6.3 **Third Party Beneficiaries.** This Agreement is for the benefit of the Parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be

deemed to confer upon or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right.

6.4 **Governing Law.** This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of New Jersey, without reference to principles of conflict laws there under. The jurisdiction and the venue of any action or claim between the Parties shall be the Superior Court of New Jersey, Essex Vicinage.

6.5 **Entire Agreement.** Each Party acknowledges that it and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

6.6 **Amendments.** No amendment, modification, waiver, change or addition hereto shall be effective or binding on any of the Parties hereto unless the same is in writing and signed by each of the Parties hereto.

6.7 **Waivers.** Any waiver expressed or implied, by any Party of any right or of any failure to perform or breach of this Agreement by any Party shall not constitute or be deemed as a waiver of any other right or of any other failure to perform or breach of this Agreement by such other Party, whether of a similar or dissimilar nature.

6.8 **Severability.** In the event of the invalidity or unenforceability of any provision of this Agreement, the validity or enforceability of the other provisions hereof shall not be affected, and the Parties shall substitute for such invalid or unenforceable provisions a valid and enforceable provision that most closely approximates the intended effect of the invalid or unenforceable provision.

6.9 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

6.10 **Facsimile Delivery.** This Agreement may be duly executed and delivered by a Party by execution and facsimile delivery of the signature page of a counterpart to the other Parties, and if delivery is made by facsimile, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Parties, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

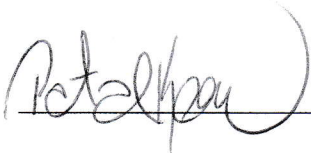
In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first written above.

Attest:

Township of West Orange

By: _____

Cavanaugh & Keenan, LLC.

By:  _____