

CITY OF VINELAND

RESOLUTION NO. 2021- 387

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND PREIT SERVICES LLC, CUMBERLAND MALL ASSOCIATES FOR POLICE SERVICES AT THE CUMBERLAND MALL IN ACCORDANCE WITH CHAPTER 123, ARTICLE VII OF THE CODE OF THE CITY OF VINELAND.

WHEREAS, on May 8, 2007 City Council of the City of Vineland adopted Ordinance 2007-38 Chapter 123, Article VII of the Code of the City of Vineland establishing the policies for the use of off-duty police officers for police related services for private entities; and

WHEREAS, Preit Services LLC, Cumberland Mall Associates (Mall) has requested the use of off-duty Vineland Police Officers to patrol the Mall so as to assure the continued safe and secure shopping to those patrons of the Mall and the Chief of Police has recommended the service be permitted as it is in the best interest of the Mall and the City as well as the furtherance of the public interest and advancement of public safety; and

WHEREAS, City Council finds it to be in the best interest of the City to execute an agreement with Preit Services LLC, Cumberland Mall Associates for police services at the Cumberland Mall in accordance with Chapter 123, Article VII of the Code of the City of Vineland for a period of 3 years with the rate of compensation as set forth in Section 123-39, as may be amended.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute an Agreement for Police Services at the Cumberland Mall with Preit Services LLC, Cumberland Mall Associates for a period of three (3) years commencing August 1, 2021 and ending July 31, 2024 in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

AGREEMENT FOR POLICE SERVICE
AT THE CUMBERLAND MALL

This Agreement is dated this 11th day of June, 2021 by and between the Cumberland Mall Associates with its offices located at 3849 S. Delsea Drive, 100 Cumberland Mall, Vineland, New Jersey, (hereinafter referred to as the "Mall"), and the City of Vineland a Municipal Corporation of the State of New Jersey with its principal offices located at 640 Wood Street, Vineland, New Jersey, (hereinafter referred to as "COV").

BACKGROUND

WHEREAS, the Mall has found the need to request COV police services at the Cumberland Mall on Friday and Saturday evenings from 7:00 pm to 9:30 pm so as to continue to provide safe and secure shopping to those visiting the Mall; and

WHEREAS, the COV and Mall concur that it would be in the mutual best interest of both parties as well as the furtherance of the public interest and advancement of Public Safety to provide police presence at the Mall on the days and times hereinabove mentioned; and

WHEREAS, the Mall has completed an application in accordance with Chapter 123, Article VII, Section 123-37 of the Code of the City of Vineland (Section 123-37) and the Chief of Police finds that the employment of Vineland Police Officers would be consistent with the efficient functioning and good reputation of the Police Department; and

WHEREAS, the Chief of Police has further determined that for the proper safety of the Police Officers and to accomplish the goals set forth in Section 123-37 two Police Officers will be necessary to service the Mall; and

WHEREAS, the City Council of the City of Vineland adopted Resolution No. [REDACTED] authorizing the execution of an Agreement for Police Services at the Mall.

NOW, THEREFORE, for and in consideration of mutual promises and covenants set forth herein the parties agree as follows:

1. The COV shall provide two (2) Vineland Police Officers at the physical location of the Cumberland Mall to provide Police Services on Friday and Saturday evenings from 7:00 pm to 9:30 pm, subject to the availability of Police Officers willing to serve in this capacity. The Parties acknowledge that service by Vineland Police Officers is voluntary and while every effort shall be made to encourage Police Officers to serve in accordance with this Agreement, the COV cannot assure that Officers will be available on the days and times as are herein set forth.

2. In the event the Police Officers assigned to the Mall are required to leave the Mall premises in furtherance of their police activities as a result of an incident occurring at the Mall, the parking lot or adjacent buildings on the Mall property, the COV will not be required to provide any substitute officers nor shall there be any reimbursement or reduction of a fee due. Such service shall be considered as incidental to the police services provided in accordance with this Agreement. The Police Officers assigned to the Mall shall return thereto as expeditiously as possible considering the incident.
3. The Police Officers shall provide regular police coverage within the Mall buildings, adjacent buildings and adjacent parking areas.
4. The Mall shall permit the Police Officers access and use of the Mall security office so as to carry out their obligation pursuant to this Agreement.
5. The Mall shall continue to provide the same private security at the Mall as they have prior to the execution of this Agreement. The Police presence shall not be considered to replace existing Mall security, but shall enhance safety and security during those times specified in Paragraph One herein.
6. The Mall shall coordinate with the Chief of Police, or his designee, regarding the appropriate lines of communication.
7. At no time shall the Mall, its management, security police or any person or entity have any right to establish policy or engage in any supervision direct or indirect in the management, operation or control of the Police personnel, equipment or vehicles operating at the Mall. The Mall acknowledges that such rights and responsibilities lie solely with the COV and Vineland Police Department as a matter of public policy and under the laws of the State of New Jersey.
8. The appropriate officials from the Mall and COV shall confer from time to time as shall be necessary to discuss the operational matters as the same shall arise in an effort to mutually advance the spirit and intent of this Agreement. However, at no time shall the Mall interfere with the exercise of proper police activity as determined by the Chief of Police.
9. The term of this Agreement shall be for a period of three (3) years commencing on August 1, 2021, and ending on July 31, 2024, unless otherwise terminated as is herein set forth.
10. The Mall shall make payments to the COV for the services in accordance with Chapter 123, Article VII, Section 123-38 and Section 123-39, as amended, of the COV and shall send such payments to the Office of the Comptroller, 610 Wood Street, Vineland, New Jersey. The Parties acknowledge that the Ordinance setting forth rate of pay may be amended from time to time and the rate payable in accordance with this Agreement shall coincide with any changes to said Ordinance.

11. Nothing herein shall be construed to limit the COV from carrying out any of its police powers as it deems necessary. Such requirements shall include the following:
 1. The immediate deployment of the officers assigned to the Mall in the event of an emergency.
 2. Transporting persons to police headquarters or other locations when such persons are involved in police actions emanating from the Mall.
12. Either party may cancel this Agreement upon thirty (30) days written notice to the addresses set forth herein.
13. In the event any provision of this Agreement shall become invalid or otherwise unenforceable by operation of law or judicial decree, it is the intent that the remainder of this Agreement shall continue in full force and effect.

WITNESS OR ATTEST:

CITY OF VINELAND

ANTHONY R. FANUCCI
Mayor, City of Vineland

PREIT SERVICES LLC
CUMBERLAND MALL ASSOC.

Michael Fenchak
Vice President of Asset Management