

**RESOLUTION R:** 90-17

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN  
THE BOROUGH OF CLAYTON AND THE TOWNSHIP OF ELK FOR  
CONSULTING SERVICES TO STUDY EFFICIENCY AND ECONOMY OF  
POLICE OPERATIONS**

**WHEREAS**, the Borough of Clayton provides a public safety program through the Clayton Police Department; and

**WHEREAS**, the Township of Elk provides a public safety program through the Elk Township Police Department; and

**WHEREAS**, the Borough of Clayton and Township of Elk agree that it would be beneficial to hire a consultant to conduct a study to determine the efficiency and economy of police operations in each municipality, including the costs and benefits of potential shared services opportunities, and to share the cost of the study; and

**WHEREAS**, the study shall include a review of the efficiency, effectiveness and economy of each respective police department, as well as a recommendation whether the departments should remain independent, combined, disband or proceed under a Shared Service Agreement with the objective of providing optimum public safety for the residents in each municipality; and

**WHEREAS**, N.J.S.A. 40A:11-10 specifically authorizes local government units to enter into joint purchase agreements; and

**WHEREAS**, the Borough of Clayton and the Township of Elk agree to split the cost to perform the study; and

**WHEREAS**, the governing body has reviewed the terms and conditions of said Agreement attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve and authorize the execution of the attached Agreement between the Township of Elk and the Borough of Clayton to hire a consultant to perform a management organizational efficiency study of the Borough of Clayton and the Township of Elk Police Departments.

2. That the Mayor and/or Borough Administrator be and is hereby authorized to execute said Agreement on behalf of the Borough of Clayton.

3. The Borough of Clayton and the Township of Elk shall each pay fifty percent (50%) of the cost to hire the consultant and conduct the study.

**ADOPTED**, at a regular meeting of the Mayor and Council of the Borough of Clayton on Thursday, March 23, 2017.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

Attest:



CHRISTINE NEWCOMB, Borough Clerk

**CERTIFICATION**

I, Christine Newcomb, Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, March 23, 2017.

  
CHRISTINE NEWCOMB, Borough Clerk

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**AGREEMENT**  
**by and between**  
**BOROUGH OF CLAYTON**  
**and**  
**TOWNSHIP OF ELK**  
**FOR CONSULTING SERVICES TO STUDY EFFICIENCY AND ECONOMY OF**  
**POLICE OPERATIONS**

**Dated: MARCH 23, 2017**

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**AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE TOWNSHIP OF  
ELK FOR CONSULTING SERVICES TO STUDY EFFICIENCY AND ECONOMY OF  
POLICE OPERATIONS**

**THIS AGREEMENT** ("Agreement"), dated March 23, 2017, is made by and between the Borough of Clayton, a body politic and corporate of the State of New Jersey (hereinafter referred to as "Clayton"), and the Township of Elk, a body politic and corporate of the State of New Jersey (hereinafter referred to as "Elk") (collectively hereinafter referred to as "Party/Parties").

**RECITALS**

**WHEREAS**, Clayton provides a complete public safety program to the Borough of Clayton through the Clayton Police Department; and

**WHEREAS**, Elk provides a complete public safety program to the Township of Elk through the Elk Township Police Department; and

**WHEREAS**, the Parties have agreed to hire a consultant to conduct a study of the efficiency and economy of police operations in each municipality, including the costs and benefits of potential shared services opportunities, and to share the cost of the study; and

**WHEREAS**, the study shall include a review of the efficiency, effectiveness, and economy of each respective police department, as well as a recommendation whether the departments should remain independent, combined, disband or proceed under a shared service arrangement with the objective of providing optimum public safety for the residents in each municipality; and

**WHEREAS**, N.J.S.A. 40A:11-10 specifically authorizes local government units to enter into joint purchase agreements; and

**WHEREAS**, the parties to this Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by New Jersey law;

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:**

## **AGREEMENT**

This Agreement sets forth the specific provisions for the agreement between Clayton and Elk for consulting services to study the economy and efficiency of police operations between the Borough of Clayton and the Township of Elk as follows:

### **A. TERMS**

1. The Parties agree to hire a consultant to conduct a study to review the efficiency, effectiveness, and economy of each respective police department, as well as a recommendation whether the departments should remain independent, combined, disband or proceed under a shared service arrangement with the objective of providing optimum public safety for the residents in each municipality
2. Each Party shall be responsible for fifty percent (50%) of the cost to hire the consultant and conduct the study.
3. The Parties shall work together to select the consultant.
4. Clayton shall be the lead agency and enter into a contract with the consultant that is chosen.
5. Both Parties shall be permitted to review the contract to ensure that the scope of the Agreement is acceptable to both Parties prior to its execution.
6. The Parties agree that the cost of the services provided in the contract shall not exceed \$50,000.
7. Each party shall pay their fifty percent (50%) cost of the consultant directly to the consultant pursuant to the terms of the contract between Clayton and the consultant.
8. Each party shall independently indemnify the consultant in the event of a claim arising out of or relating to their respective municipality. It is the intent of this provision that Clayton shall not be responsible for any claim arising out of Elk, and Elk shall not be responsible for any claim arising out of Clayton.
9. The Parties acknowledge and agree that upon completion of the study, the Parties shall retain discretion to independently review the results of the study and to determine the appropriate course of action based on the best interests of each Party.
10. Each Party acknowledges that it has obtained confirmation from its Chief Financial Officer to confirm the availability of funds for this Agreement.

## B. MISCELLANEOUS

1. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous Agreements and undertakings, inducements or conditions, express or implied, oral or written, between the parties hereto with respect to the subject matter hereof.

2. **Supplements.** The Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.

3. **Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived herein.

4. **Amendments.** This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto.

5. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

7. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any Party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notice shall be given to the Parties at their following respective addresses or at such other addresses as each party may hereafter designate to the other Parties in writing:

If to the BOROUGH OF CLAYTON:

Sue Miller, Borough Administrator  
Borough of Clayton  
125 N. Delsea Drive  
Clayton, New Jersey 08312

If to the TOWNSHIP OF ELK  
Debora Pine, RMC, CMC, CRVS  
Township of Elk  
680 Whig Lane  
Monroeville, New Jersey 08343

8. **Covenants and Conditions.** No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the parties, and neither the officers, agents or employees of the parties nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

9. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

10. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to such agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

**C. EFFECTIVE DATE**

This Agreement shall be effective as of this 23rd day of March, 2017, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Agreement.

**D. SIGNATURES**

**IN WITNESS WHEREOF**, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

**ATTEST:**

Christine Newcomb

**BOROUGH OF CLAYTON**

By: 

Thomas Bianco, Mayor

**ATTEST:**

Anna R. Ruo

**TOWNSHIP OF ELK**

By: 

Ed Poisker, Mayor