

**RESOLUTION R:** 91-17

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR POLICE  
CONSULTANT SERVICES TO BLUE SHIELD CONSULTING, LLC OF LONG  
VALLEY, NEW JERSEY FOR THE BOROUGH OF CLAYTON AND THE  
TOWNSHIP OF ELK**

**WHEREAS**, the Borough of Clayton is a duly constituted municipal corporation having its offices at 125 North Delsea Drive, Clayton, New Jersey; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(a)(i) empowers the governing body and its autonomous agencies to award contracts for extraordinary unspecifiable service without competitive bidding; and

**WHEREAS**, the Borough of Clayton and the Township of Elk, pursuant to an agreement under N.J.S.A. 40A:11-10, has a need for these services and other contracts which, by their nature, are not required or suitable to be awarded through a public bidding process pursuant to N.J.S.A. 40A:11-5 et seq; and

**WHEREAS**, the Borough of Clayton, pursuant to the agreement with the Township of Elk, has determined the need for extraordinary unspecifiable service to perform a management organizational efficiency study of the Borough of Clayton Police Department and the Elk Township Police Department which by its nature is not suitable to be awarded through a public bidding process pursuant to N.J.S.A. 40A:11-5 et seq; and

**WHEREAS**, the governing body of the Borough of Clayton and the Township of Elk have reviewed the Proposal submitted and have determined that Blue Shield

Consulting, LLC has submitted an acceptable consulting service proposal for this study;  
and

**WHEREAS**, the Borough of Clayton and the Township of Elk have entered into  
an agreement under N.J.S.A. 40A:11-10 to complete this study.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the  
Borough of Clayton, that Blue Shield Consulting, LLC of Long Valley, New Jersey be  
and hereby is awarded the contract for consulting services to perform a management  
organization efficiency study of the Borough of Clayton and the Township of Elk Police  
Departments in the total amount not to exceed \$50,000.00 and in accordance with and as  
more particularly described in the proposal submitted by Blue Shield Consulting, LLC.

**BE IT FURTHER RESOLVED** that the Mayor and/or Borough Administrator be  
and hereby are authorized to execute a contract for said services on behalf of the Borough  
of Clayton.

**ADOPTED**, at a regular meeting of the Mayor and Council of the Borough of  
Clayton, County of Gloucester and State of New Jersey 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

**BOROUGH OF CLAYTON  
CONTRACT**

**WHEREAS**, the Borough of Clayton is a duly constituted municipal corporation having its offices at 125 North Delsea, Clayton, New Jersey; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(a)(I) empowers the governing body and its autonomous agencies to award contracts for extraordinary unspecifiable service without competitive bidding; and

**WHEREAS**, the Borough of Clayton has a need for these services and other contracts which, by their nature, are not required or suitable to be awarded through a public bidding process pursuant to N.J.S.A. 40A:11-5 et seq.; and

**WHEREAS**, the Borough of Clayton will be the lead agency and has determined the need for extraordinary unspecifiable service to perform a management organizational efficiency study of the Borough of Clayton Police Department and the Elk Township Police Department which by its nature is not suitable to be awarded through a public bidding process pursuant to N.J.S.A. 40A:11-5 et seq.; and

**WHEREAS**, on March 23, 2017 the Mayor and Council by Resolution authorized the award of the contract to Blue Shield Consulting, LLC (Hereinafter referred to as the Consultant) to perform these services; and

**Now therefore, it is hereby agreed as follows:**

1. Law Governing

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any dispute shall be subject to venue in the Gloucester County Superior

Court.

2. Binding on successors and Assigns

This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto.

3. Modification

No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Borough and the professional.

4. No Waiver

No waiver of any term, provisions or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any such term, provisions or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

5. Partial Invalidity

If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the Consultant to the Borough.

6. No Assignments

Neither party shall assign its rights or obligations, including any assignment by operation

of law, without obtaining the prior written consent of the other.

7. Independent Contractor Status

The Consultant at all times shall be an independent contractor, and employees of the Consultant shall in no event be considered employees of the Borough. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance thereunder.

8. Conflicts of Interest, Duty to Decline Conflicting Engagements

The undersigned Consultant shall comply with the Local Government Ethics Law. In addition, the Consultant agrees that neither Consultant nor any member of Professional's firm shall accept any employment which would constitute an unlawful or unethical conflict of interest between Consultant services for the Borough and such proposed employment. In particular, Consultant agrees that during the term of this agreement he/she shall not represent any person in any dealings with the Borough of Clayton or Elk Township or any of the various Boards, Agencies, an Authorities operating therein.

9. Services

Blue Shield Consulting LLC shall perform a management and organizational efficiency study of the Clayton Borough Police Department and the Elk Township Police Department. The study shall include a review of the efficiency, effectiveness, and economy of each respective police department, as well as a recommendation as to 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.

The study shall include the appropriate collection and analysis of information, documents,

records, and data. It will encompass on-site interviews and meetings with police command staff and others that support the operations of the police department.

The study shall detail its findings conclusions and will give a practical and economical set of prioritizing recommendations to enhance each department's operations, performance and functions or offer suggestions to consolidate operations. Recommendations will be provided to the respective municipalities.

The scope of the study shall be as set forth in Blue Shield's proposal which is attached hereto and made a part of this contract.

10. Compensation and Scope of Services

Per the Agreement Between the Township of Elk and the Borough of Clayton authorized by resolutions of Elk and Clayton dated March 23, 2017, this contract is made for the sum of \$50,000.00 payable equally between Clayton and Elk as follows:

\$12,000.00 upon commencement

\$19,000.00 on or before May 31, 2017

\$19,000.00 upon completion of draft of study (anticipated to be no later than September 30, 2017)

All of the services set forth herein shall be within a reasonable time.

Any increase in said amount due to an additional service request by the Borough shall be pursuant to change order prescribed by New Jersey Statute.

11. Attachments

The Consultant agrees to provide the following documents to the Borough of Clayton and the Township of Elk together with this Executed Agreement. The Consultant acknowledges that

the Borough may withhold payment for services if the contract and required submittals have not been filed with the Borough Administrator within thirty (30) days of the date the contract is received by the professional.

- Certificate of Insurance for Professional's errors and omissions coverage
- Certificate of Insurance for Liability
- Business Registration Certificate
- Stockholder Disclosure Certificate
- Proof of compliance with affirmative action requirements
- Political Contribution Disclosure form

12. Hold Harmless

The Consultant shall indemnify and hold harmless the Borough, its officers and employees from and against all damages, liabilities, losses, costs, and expenses, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, or of those for whom the Consultant is legally liable, which arise out of the Consultant's performance of its professional services under this Agreement.

Borough agrees to indemnify and hold harmless the Consultant, its officers and employees from and against all damages, liabilities, losses, costs, and expenses, but only to the extent caused by the negligent acts, errors or omissions of the Borough, or of those for whom the Borough is legally liable, which arise out of the Borough's performance of its responsibilities under this Agreement or caused by the Borough's negligent acts, errors or omissions or for any cause of action whatsoever arising out of, or by reason of, the Consultant performing the duties of this contract.



Neither the Borough nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

Ultimately, the Borough may utilize all, some or none of the report and observations of the Consultant. The decisions are those of the Borough and would be ratified by their respective governing bodies. Once the Borough takes any action, the Consultant is not responsible for any impact the Borough's actions may have upon any employee or any agent of the Borough. The Borough agrees to provide a legal defense and to indemnify, defend and hold harmless the consultant and consultant's respective personnel from liabilities, expenses or any third party claims, such as, but not limited to wrongful termination claims by any employees filed as a result of any modifications to the Department's current make-up.

13. Termination

A. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner obligations under the contract, or if the Consultant shall violate any of the requirements of the contract, or if the Consultant shall be deemed in default of the contract, the Borough, shall thereupon have the right to terminate the contract by giving written notice to the Consultant of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the Consultant of any sum or sums set forth in the contract which have not then accrued. The Borough will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the Consultant shall not be relieved of liability to the Borough for damages sustained by the owner by virtue of any breach of the contract by the Consultant and the Borough may withhold any payments to the Consultant for the purpose of

compensation until such time as the exact amount of the damage due the Borough from the Consultant is determined.

C. Continuation of the terms of the contract beyond the fiscal year is contingent upon availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

**D. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the Consultant disposes of his/her business concern by acquisition, merger, sale and /or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party, however, same shall not relieve the Consultant from its obligations under the contract. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change must be approved by the Borough.

E. The Consultant will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent to the Borough.

**14. Right of Borough to Declare Consultant in Default**

The Borough has the right to declare the Consultant in default:

(A) If the Consultant shall fail within the time required to begin the work to be done under this contract.

(B) If the work to be done under this Contract shall be abandoned;

(C) If the Consultant shall be adjudged bankrupt or makes an assignment for the benefit of creditors;

(D) If a receiver or liquidator shall be appointed for the Consultant or for any of its

property and shall not be dismissed within twenty (20) days from such appointment, or the proceedings in connection therewith shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days;

(E) If the Consultant shall fail or refuse to regard laws and such orders as may from time to time be given by the Borough;

(F) If the Consultant shall refuse or fail, after notice from the Borough, to supply enough properly skilled workers;

(G) If the Consultant shall violate any of the provisions or covenants of this Contract or shall not perform the same in good faith in accordance with the terms thereof;

(H) If the Consultant shall refuse or fail to prosecute the work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof), or shall fail to complete the work within said period;

(I) If the Consultant shall assign or sublet the work other than as herein specified and permitted.

#### 15. Preservation of Documents

The Consultant shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to applicable laws governing the release of such records or reports in the State of New Jersey.

#### 16. Standard of Care

In providing services under this agreement, the Consultant, and the consultant's personnel, will endeavor to perform duties in a reasonable manner consistent with that degree of reasonable care and skill generally accepted as typical of the industry in the performance of such services. In the course of preparing and submitting a final Study to the Borough, the Consultant, and Consultant's personnel, shall rely on representations made by Borough employee(s), either in oral or written communication, or on information, records, data or reports provided to the Consultant by the Borough to complete the study as truthful and accurate to a reasonable degree of certainty.

17. Confidentiality

In the course of the Consultant's review and study as outlined herein, all parties to this Agreement, and all agents, representatives, and personnel thereof, will endeavor to maintain the utmost confidentiality as to Consultant's work product, opinions, and investigative efforts to the maximum extent permitted by law. Nothing in this paragraph shall abridge any obligation of any public entity or public employee to make disclosures which may be mandated by law.

IN WITNESS WHEREOF, this Agreement has been executed on this 23rd day of March, 2017 for the purposes and the term specified herein.

ATTEST:

Christine Newcomb

BOROUGH OF CLAYTON

[Signature]

By:

WITNESS:

[Signature]

BLUE SHIELD CONSULTING LLC

Ted M. Ehrenburg

By: TED M. EHRENBURG