

**A RESOLUTION OF THE MAYOR AND BOROUGH
COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON IN
THE COUNTY OF MORRIS, NEW JERSEY, AWARDED A
PROFESSIONAL SERVICES CONTRACT TO BLUE SHIELD
CONSULTING SERVICES**

WHEREAS, one of the most effective measures to reduce local property taxes is through the regionalization, consolidation or sharing of services by Counties, Municipalities and School Districts; and

WHEREAS, the Borough of Mount Arlington is desirous of securing the services of a consultant to assist in studying the possibility of a "Shared Services Agreement" for its Police Department and Municipal Court; and

WHEREAS, Blue Shield Consulting Services (the "Consultant") has demonstrated a unique past successful history of studying, evaluating and implementing shared police services contracts; and

WHEREAS, the Mayor and Borough Council of the Borough of Mount Arlington wish to enter into an agreement with Blue Shield Consulting Services for the study and evaluation of Police and Municipal Court services; and

WHEREAS, the study and evaluation will include reviewing of the feasibility of contracting for police services with the Townships of Jefferson and Roxbury as well as the Borough of Wharton; and

WHEREAS, after completion of the study a written recommendation will be presented to the Mayor and Borough Council and a proposed "Shared Services" Contract will be submitted; and

WHEREAS, protection of our community is paramount and the study and evaluation will examine law enforcement agencies similar to the Borough of Mount Arlington's Police Department.

NOW, THEREFORE IN CONSIDERATION of the covenants contained in this agreement, it is agreed as follows:

SECTION I. WORK TO BE PERFORMED:

1. The Consultant shall perform the following services for the Borough of Mount Arlington:

- A. Provide to the municipality the technical and financial justifications, background data and information leading to the feasibility of a shared services agreement for police services for the Borough of Mount Arlington as well as Municipal Court services.
- B. The Borough of Mount Arlington shall arrange for the Consultant to have complete access to the Borough's Municipal and Police Department Ordinances, regulations, records, correspondence, and documents and access to municipal and Police Department personnel for the purposes set forth in Section A hereof. The above shall also apply to records and personnel access to the Municipal Court and its Judge as well as the right to discuss the matter with all required state, local and administrative offices which may be necessary to effectuate the purpose and goals of this consulting Agreement.
- C. The Consultant will attend all meetings of the Mayor and Borough Council when necessary for the purpose of updating the Mayor and Council as to the status of the study and evaluation.
- D. The Consultant shall take all measures at his sole cost and expense to make application for grants to offset and reimburse the costs of said study.
- E. Hours and Compensation. The Consultant fee shall be based on a six-month study to complete the evaluation. The Consultant will be allowed an additional six months without penalty because of delays from government agencies or professional associations. For these services and the performance of its duties hereunder, the Consultant shall receive compensation in the amount of \$43,000.00 to be paid as follows:
 1. Upon approval and execution of the Agreement an initial payment of \$12,300.00 will be paid to the Consultant.

2. The second payment of \$12,300.00 will be made on or about July 9, 2007 or with that month's routinely scheduled payment on the bills list.
 3. The third payment of \$12,300.00 will be made on or about September 3, 2007 or with that month's routinely scheduled payment on that month's bills list.
 4. The fourth and final payment of \$6,500.00 will be paid upon the completion of the report and its submission to the Borough.
- F. Flexibility. It is understood that the Consultant may perform its services on or away from Borough facilities. The Consultant will have the option to consult with the Municipal Attorney and/or Municipal CFO and Auditor on issues concerning the implementation of this contract.
- G. Facilities. The Consultant will not require or need any special space or assistance for this project, but it is unknown at this time if matters will develop thus requiring such special space or assistance and if they do it will be brought to the attention of the Mayor and Council.
- H. Reimbursement of Expenses. The Borough shall reimburse the Consultant for all reasonable expenses incurred in the performance of its duties as set forth in this Agreement. Approval of these expense reimbursement(s) shall be made if the Mayor and Council have given prior approval in writing prior to the incurring of the expense. Such reimbursed expenses shall include but not be limited to the following:
1. Travel expenses for the purpose of out of state transportation.
 2. Expert or professional services needed to complete the full scope of investigation, i.e. Certified Public Accountant for an Actuary Report.
- I. Authority to Bind the Borough of Mount, Arlington. The Consultant shall have no authority to enter into any binding contracts on behalf of the Borough or to create/incure any obligations on the part of the Borough. The Consultant's duties are strictly in a consulting and advisory capacity.

- J. Relationship of Parties. The relationship between the Borough and the Consultant is contractual and is not that of an employer and employee.
- K. Indemnity. The Borough of Mount Arlington shall indemnify the Consultant and its principal, Ted M. Ehrenburg and hold them harmless for all acts, omissions and/or recommendations made by them in good faith while performing services for the Borough under this Agreement. The Borough shall obtain coverage for the Consultant and Ted M. Ehrenburg under any insurance policy now in force or hereinafter obtained during the term of this Agreement covering officers, directors and employees of the Borough against lawsuits. The Borough shall pay all expenses including attorney's fees necessarily incurred by the Consultant and/or Ted M. Ehrenburg in connection with any related litigation wherein they are named as a defendant or interested party arising out of the consisting Agreement or work, recommendations and the like related thereto including any appeals and/or the costs of any settlements or verdicts related to the foregoing.
- L. Notices. All notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given when mailed at any general or branch United States Post Office enclosed in a certified postpaid envelope, return receipt requested, and addressed to the address of the respective party stated herein or to such changed address as the party may have fixed by notice.
- M. Applicable law. This Agreement shall be governed by the laws of the State of New Jersey.
- N. Other Agreements. This Agreement supersedes all prior understandings and agreements between the parties. It may not be amended orally, but only by writing signed by the parties hereto. Any extension of this Agreement shall be in writing and signed by the parties.
- O. Non-Waiver. No delay or failure by either party in exercising any right Under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.
- P. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

- Q. Counterparts. This Agreement may be executed in two or more counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- R. Severability. If a court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, then all other surviving provisions shall remain in full force and effect.
- S. Affirmative Action Regulation: During the performance of this Agreement, the Consultant agrees as follows:

The consultant will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Further, the consultant agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), set forth more fully at Exhibit A.

- T. Business Entity Disclosure Certification: The consultant hereby agrees to certify and file all required Business Entity Disclosure Certification(s) pursuant to N.J.S.A. 19:44A- 20.7, 20-8, 20.26 and N.J.S.A. 40A:11-51(a) as well as relevant State Administrative Code provisions.

ATTEST:

BOROUGH OF MOUNT ARLINGTON

 By: _____
 Linda DeSantis, Municipal Clerk

Arthur R. Ondish, Mayor
 BLUE SHIELD CONSULTING, LLC

 Witness

By:

 TED M. EHRENBURG