

**AGREEMENT FOR LAW ENFORCEMENT CONSULTANT –  
BEHAVIORAL HEALTH SPECIALIST**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_th day of June 2019, (the “Effective Date”), by and between the Township of West Orange (the “Township”) and Cavanaugh & Keenan, LLC., with its offices located at 2 Eckhardt Terrace, North Arlington, New Jersey 07031 (the “Contractor”) (collectively the “Parties”).

**WHEREAS**, the Township is a municipal corporation of the State of New Jersey located in Essex County, New Jersey; and

**WHEREAS**, on September 19, 2018, the Office of Justice Programs (the “OJP”) within the United States Department of Justice notified the Township that the OJP approved the Township’s application for funding of a grant to prepare and implement a Justice and Mental Health Collaboration Program (the “JMHP”); and

**WHEREAS**, the grant from the OJP is meant to fund the a joint effort between the Township and RWJ Barnabas Health and its Mental Health Care department at Clara Maass Medical Center in Belleville, New Jersey to create and implement a JMHP which shall be a collaborative policy and plan for law enforcement officers of the Township’s Police Department (the “WOPD”) responding to circumstances or events related to individuals with mental illness (“MI”) and/or co-occurring mental illness and substance abuse (“CMISA”); and

**WHEREAS**, the award of the grant funding was for and requires the Township to retain a Law Enforcement Consultant to assist with the preparation and implementation of the JMHP; and

**WHEREAS**, on June 1, 2019, the Township advertised notice of two (2) Requests for Proposal (the “RFPs”) for: (1) a Law Enforcement Consultant with a Policing Background (the “Policing Consultant”) and (2) a Law Enforcement Consultant with a Behavioral Health Specialty (the “Behavioral Health Consultant”), annexed hereto as Exhibit “A;” and

**WHEREAS**, on June 14, 2019, the Township received one proposal for the Behavioral Health Consultant from the Contractor, annexed hereto as Exhibit “B.”

**NOW THEREFORE**, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

**Article 1  
Definitions**

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

**“Agreement”** means this Agreement for a Law Enforcement Consultant – Behavioral Health Specialist.

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

**“Contractor”** means Cavanaugh & Keenan, LLC., with its offices located at 2 Eckhardt Terrace, North Arlington, New Jersey 07031 and a party to this Agreement.

**“Parties”** means the Township and the Contractor collectively.

**“RFP”** means the Request for Proposal issued by the Township for award of this Agreement and the conditions, requirements and terms contained in the RFP.

**“Proposal”** means the proposals submitted by the Contractor in response to the Township’s RFP.

**“WOPD”** means the West Orange Police Department, the Township’s primary law enforcement entity.

**“DOJ”** means the United States Department of Justice.

**“OJP”** means the Office of Justice Programs within the DOJ.

**“Grant”** means the grant awarded by the OJP to the Township for the preparation and implementation of a Justice and Mental Health Collaboration Program by letter dated September 19, 2018.

**“JMHCP”** means a Justice and Mental Health Collaboration Program a collaborative policy and plan for law enforcement officers of the Township of West Orange responding to circumstances or events related to individuals with mental illness and/or co-occurring mental illness and substance abuse.

**“MI”** means a mental illness.

**“CMISA”** means a co-occurring mental illness and substance abuse.

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

**“Final Report”** means a formal written recommendation of policy changes, training and collaboration between the West Orange Police Department and its mental health care partners which shall include a detailed Strategic Plan for the Township of West Orange.

**“Planning Guide”** means the Planning Guide for the JMHCP which shall contain a detailed description of the JMHCP and a step by step guide in implementation of the JMHCP.

### **Article 2 Terms and Conditions Precedent**

**2.1    Term.** This Agreement shall be effective upon the Effective Date and shall be in effect for a term of one (1) year.

**2.2    Rate.** Consistent with the Contractor’s Proposal, Contractor shall be paid \$36,000 for the term of this agreement at a rate of \$3,000 per month. Contactor shall issue to the Township an itemized invoice for the prior months fee for services under this Agreement which shall provide a detailed description of the tasks perform during the prior month. The Township will issue payment no later than 30 days following receipt of the invoice. Contractor agrees that payments under this Agreement shall be conditioned upon and shall commence upon the receipt of the Grant funds from the OJP.

### **Article 3 Scope of Services**

**3.1    Services to be Performed.** The Parties incorporate by reference and agree to the Scope of Services set for in the RFP, annexed hereto as Exhibit “A” and agree that the Contractor shall provide the following services:

- Contractor shall assist in preparing an inventory of existing WOPD policies and procedures for responding to those with MI and/or CMISA and evaluate the Township’s procedures for patient intake and response.
- Contractor shall develop policy recommendations and review and revise policies and procedures related to interactions with individuals with MI and/or CMISA.
- Contractor shall consult with the police departments of surrounding municipalities and perform research as to policies and procedures for those departments related to interactions with individuals with MI and/or CMISA.
- Contractor shall establish a data and performance measurement systems and protocols necessary for tracking relevant data for record keeping for interactions with individuals with MI and/or CMISA;

- Contractor shall create a database to track responses and outcomes involving interactions with individuals with MI and/or CMISA and train staff on data tracking procedures and database use and communications.
- Contractor shall create performance evaluations for officers who have responded to calls involving individuals with MI and/or CMISA.
- Contractor shall help determine an appropriate level of training for officers and training for dispatchers and general staff in interacting with individuals with MI and/or CMISA.
- Contractor shall guide all project partners for appropriate trainings and delivery strategies which shall include frequency, duration and, level of officer training and trainings for other staff in interacting with individuals with MI and/or CMISA.
- Contractor shall meet during planning period to ensure successful evaluation, planning, and creation of policies and a JMHCP.
- Contractor shall provide formal methods for communication and collaboration to evaluate and review the data collected from calls related to incidents involving individuals with MI and/or CMISA.
- Contractor shall finalize a Planning Guide and assist in guiding the Township through implementation of a JMHCP.

**3.2 Final Report.** Contractor shall deliver to the Township no later than December 31, 2019 a Final Report which shall include formal written recommendation of policy changes, training and collaboration between the West Orange Police Department and its mental health care partners which shall include a detailed Strategic Plan for the Township of West Orange.

**3.3 Planning Guide.** Contractor shall assist the Township with the preparation of a Planning Guide which shall be completed no later than December 31, 2019 to include: (1) a detailed description of the JMHCP; and (2) a step by step guide in implementation of the JMHCP.

**3.4 Consultation and Monitoring.** Following completion and submission of the Final Report and completion of the Planning Guide, Contractor shall continue to monitor the progress of the implementation of the JMHCP and provide any further assistance to the Township as needed for implementation of the JMHCP for the remainder of the term of this Agreement. This assistance shall include any revisions and updates needed to the Final Report and the Planning Guide. Contractor engage in at least one (1) teleconference per month with a designee of the Township to discuss the progress of the implementation of the JMHCP and answer any questions the Township may have.

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**3.5 Compliance with all OJP and DOJ Requirements.** Contractor agrees that it shall comply with all requirements of the OJP and DOJ in performance of this Agreement. Contractor further agrees that it shall not compromise the Township's qualification for award of the Grant from the OJP.

**3.6 Staffing.** Patricia A. Keenan shall be designated as the Behavioral Health Consultant consistent with the Proposal. The Contractor agrees that Patricia A. Keenan shall maintain her licensure in the State of New Jersey as a Licensed Clinical Social Work during the term of this Agreement.

**3.7 Required Documentation.** The Contractor shall provide to the Township all required documentation as set forth in the RFP no later than the deadlines set forth in the RFP.

**3.8 Prohibition of Subcontracting.** The parties agree that the Contractor shall not subcontract, assign or delegate all or substantially all of its duties, obligations or services to be performed under this Agreement.

### **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 as directed by the Township. 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 and rated not less than A-VII by the most current Best's Manual.

The specifications outlined are standard industry Insurance Services Office (ISO) forms that are used by most insurers. In the event a carrier utilizes a proprietary policy form, the agent or broker must provide a statement that the policy provides a scope of coverage at least as broad as the requested ISO form.

Such coverage shall include, at a minimum, the following:

#### **Worker's Compensation & Employers Liability:**

Worker's Compensation as required by statute.

|                                     |                                    |
|-------------------------------------|------------------------------------|
| Employers Liability with limits of: | \$1,000,000 Each Accident          |
|                                     | \$1,000,000 Disease - Policy Limit |
|                                     | \$1,000,000 - Each Employee        |

#### **Commercial General Liability**

Occurrence Form - Insurance Services Offices - (ISO) Form CG0001 (Ed. 04/13; 12/07; 12/04)

|         |                                                 |
|---------|-------------------------------------------------|
| Limits: | \$2,000,000 Each Occurrence                     |
|         | \$1,000,000 Personal & Advertising Injury Limit |

\$2,000,000 General Aggregate  
\$2,000,000 Products-Completed Operations Aggregate

The following endorsements are to be included in the CGL:

Per Location - General Aggregate Limit

Additional Insured-Owners, Lessees or Contractors -(ISO) Form CG2010 (Ed 04/13) or  
Additional Insured - Designated Person or Organization (ISO) Form CG2026 (Ed 04/13)

Owner: Township of West Orange and its officers, directors and employees.

Primary and Noncontributory - Other Insurance Condition (CG20 01 04 13)

Waiver of Transfer of Rights of Recovery Against Others To Us (CG2404 Ed 05/09)

Earlier Notice of Cancellation Provided by Us (CG0224) - Number of Days' Notice: 30

Days except 10 days for non-payment of premium -**Endorsement specifically applying to:** Township of West Orange and its officers, directors and employees

Regarding Commercial General Liability Form CG0001, the coverage cannot contain any of the following endorsements that restrict or amend:

Coverage A. exclusion b (Contractual exclusion) - An amendment to the definition of "Insured Contract" is not acceptable.

Coverage A. exclusion e. (Employer's Liability) - An amendment to the definition of "employee" is not acceptable.

Coverage A. exclusion f (Pollution exclusion) - An amendment to the exclusion is not acceptable. (An exception will be made if there is a separate Contractor's Pollution-Professional Liability policy).

Coverage A. exclusion I. (Damage to Your Work) - An amendment to the exclusion relating to work performed by independent contractors is not acceptable.

Condition 7 - Separation of Insureds - An "insured versus insured" exclusion or Cross Liability Exclusion are not acceptable. (An endorsement that excludes "Named Insured versus Named Insured" is acceptable).

The following types of endorsements are not acceptable:

An endorsement(s) excluding operations relating to Explosion, Collapse, Underground activities (X,C,U) are not acceptable;

An endorsement that restricts coverage based upon a subcontractor's insufficient insurance limits or failure to obtain Certificates of Insurance;

**Business Automobile Policy**

Insurance Service Form (ISO) — Form CA 0001 Edition 03 06

Liability Limit: \$1,000,000 - Symbol 1 "Any Auto"

**4.3 Indemnification.** The Contractor shall defend, indemnify, and save harmless the Township, and their respective chairpersons, members, elected officials, officers, directors, employees, agents and attorneys, 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 Contractor

**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 Prevailing Wage.** To the extent applicable under N.J.S.A. 34:11-56.25 et. seq., all persons performing any work under this Agreement are to be paid the prevailing wage rates as determined by the Department of Labor of the State of New Jersey. Nothing shall prohibit the Contractor from paying more than the prevailing wage rates in connection with this Agreement.

**5.4 Business Registration Certificate.** No later than ten (10) days from the Effective Date, the Contractor shall provide to the Township 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

BRCs are available from the State of New Jersey Department of Treasury, Division of Revenue. BRCs can be obtained, in approximately one week's time, by following the on-line procedures at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm).

**5.5 Disclosure of Contributions to New Jersey ELEC.** The Contractor shall comply with all reporting requirements to the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 44A:20-27.

**Article 6**  
**Limitation of Liability and Survival**

**6.1 Limitation of Liability.** The Township nor any of its indemnified persons shall be liable to the Contractor for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement or in tort.

**6.2 Survival.** The provisions of this Article shall survive the termination or expiration of this Agreement.

**Article 7  
Miscellaneous**

**7.1 Notices.** All notices, demands, requests and other communications provided for under this Agreement, except for 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 7.1. Notice will be deemed to have been given (a) when presented personally, upon receipt, (b) when sent by a nationally recognized overnight courier service, on the date delivered to the addressee, (c) when sent by mail, postage prepaid, registered or certified, return receipt requested, on the date delivered to the addressee or (d) 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.  
2 Eckhardt Terrace  
North Arlington, NJ 07031  
Attn: Patricia A. Keenan

To the Township: Township of West Orange  
66 Main Street  
West Orange, NJ 07058  
Attn: Clerk of the Township of West Orange

With a copy to: Richard D. Trenk, Esq.  
McManimon, Scotland and Baumann, LLC  
75 Livingston Avenue, Suite 201  
Roseland, NJ 07068

**7.2 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 of 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 except as expressly set forth in this Agreement.

**7.3 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.

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**7.4 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 conflicts of laws there under. The jurisdiction and venue of any action or claim between the parties shall be the Superior Court of New Jersey, Essex Vicinage.

**7.5 Entire Agreement.** This Agreement together with the RFP, Proposal and Exhibits hereto constitute the entire agreement and understanding between the Contractor and the Township with respect to the subject matter hereof and supersedes all other prior oral and/or written agreements relating to the subject matter hereof, which are of no further force or effect. The RFP, Proposal, and Exhibits referred to herein are integral parts hereof and thereof and are made a part of this Agreement by reference. 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.

**7.6 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.

**7.7 Waivers.** Any waiver, express or implied, by any Party of any right or of any failure to perform or breach of this Agreement by any other 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.

**7.8 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 provision a valid and enforceable provision that most closely approximates the intended effect of the invalid or unenforceable provision.

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

**7.10 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.

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**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**ATTEST:**

**TOWNSHIP OF WEST ORANGE**

\_\_\_\_\_  
Karen Carnevale, Municipal Clerk

By: \_\_\_\_\_  
Robert D. Parisi, Mayor

**WITNESS:**

**CAVANAUGH & KEENAN, LLC.**

Dana Mangella

By: Robert Parisi