

1. Conference Meeting Agenda

Documents:

[CA 6.25.19.PDF](#)

2. Resolution(S)

2.I. Public Meeting Agenda

Documents:

[PM 6.25.19.PDF](#)

2.II. 162-19

Documents:

[162-19 RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH RWJ BARNABAS CLARA MAASS FOR RECEIPT OF JMHCP GRANT AWARD.PDF](#)

[162-19 EXHIBIT TO RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING BETWEEN RJW BARNABAS CLARA MAASS AND THE TOWNSHIP.PDF](#)

2.III. 163-19

Documents:

[163-19 GI BONDS COMBINATION RESOLUTION 2019.PDF](#)

2.IV. 164-19

Documents:

[164-19 GI BONDS FORM AND SALE RESOLUTION \(PARITY\) 2019.PDF](#)

2.V. 165-19

Documents:

[165-19 EXECUTIVE SESSION 6.25.19.PDF](#)

2.VI. 166-19

Documents:

[166-19 AWARD OF CONTRACT MIDTOWN DIRECT 2019.PDF](#)

2.VII. 167-19

Documents:

[167-19 AUTHORIZING FIREWORKS AT ESSEX COUNTY COUNTRY CLUB - 2019.PDF](#)

2.VIII. 168-19

Documents:

[168-19 AWARD - RECONSTRUCTION LESSING ROAD - CIFELLI.PDF](#)

2.IX. 169-19

Documents:

[169-19 MUNICIPAL AID RESOLUTION - WEST ORANGE 2020.PDF](#)

2.X. 170-19

Documents:

[170-19 AUTHORIZING MATRIX TO IMPLEMENT REMEDIAL INVESTIGATION WORK PLAN.PDF](#)

[170-19 EXHIBIT - RETENTION OF MATRIX TO PREPARE REMEDIAL INVESTIGATION WORK PLAN.PDF](#)

2.XI. 171-19

Documents:

[171-19 AUTHORIZING EXECUTION OF AGREEMENT WITH CAVANAUGH KEENAN LLC FOR LAW ENFORCEMENT CONSULTANT - POLICING BACKGROUND.PDF](#)

[171-19 EXHIBITS - CAVANAUGH KEENAN LLC FOR LAW ENFORCEMENT CONSULTANT - POLICING BACKGROUND.PDF](#)

[171-19 EXHIBIT - LAW ENFORCEMENT CONSULTING - POLICE BACKGROUND.PDF](#)

2.XII. 172-19

Documents:

[172-19 AUTHORIZING EXECUTION OF AGREEMENT WITH CAVANAUGH KEENAN LLC FOR LAW ENFORCEMENT CONSULTANT - BEHAVIORAL HEALTH SPECIALIST.PDF](#)

[172-19 EXHIBIT - LAW ENFORCEMENT CONSULTING BEHAVIORAL HEALTH SPECIALIST.PDF](#)

[172-19 -EXHIBITS - AGREEMENT WITH CAVANAUGH KEENAN LLC FOR LAW ENFORCEMENT CONSULTANT - BEHAVIORAL HEALTH.PDF](#)

2.XIII. 173-19

Documents:

[173-19 AWARD OF PROFESSIONAL SVCS.-STREET IMP.-OLD INDIAN RD..PDF](#)

[173-19 ATTACHMENT-CORRESPONDENCE TO MITTIGA.PDF](#)

[173-19 ATTACHMENT.PDF](#)

2.XIV. 174-19

Documents:

[174-19 EXTENSION OF SNOW REMOVAL AND HAULING - AMERICAN ASPHALT.DOC](#)

2.XV. 175-19

Documents:

[175-19 EXTENSION SNOW REMOVAL AND HAULING - DOWNES TREE SERVICE.PDF](#)

2.XVI. 176-19

Documents:

[176-19 AUTHORIZING USE OF COMPETITIVE CONTRACTING FOR AWARD OF CONTRACT FOR RECREATION AND SOCIAL SERVICES.PDF](#)

3. Ordinance(S) On Second And Final Reading

3.I. 2576-19

Documents:

[2576-19 ORDINANCE BOARD OF OSPAC - FINAL.PDF](#)

4. Ordinances On First Reading

4.I. 2577-19

Documents:

[2577-19 ORDINANCE EXPANDING SCOPE OF THE WEST ORANGE ENVIRONMENTAL COMMISSION.PDF](#)

4.II. 2579-19

Documents:

[2579-19 AUTHORIZING SALE OF PROPERTY AT BLOCK 175.08 LOT 11.PDF](#)
[2579-19 EXHIBITS TO ORDINANCE AUTHORIZING SALE OF PROPERTY AT BLOCK 175.08 LOT 11.PDF](#)

4.III. 2580-19

5. ABC Hearing

5.I. 626-19 Resolution To Follow

5.II. 627-19 Resolution To Follow

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, June 25, 2019

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

Roll Call – Councilwoman Casalino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council-President Guarino, Mayor Parisi

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6:30 P.M

Update – Redevelopment

Council Liaison Announcements

7:00 P.M.

Public Meeting

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – Council Chambers
Tuesday, June 25, 2019**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

Roll Call – Councilwoman Casalino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Guarino (Mayor Parisi)

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting June 12, 2019**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids – W.O. Planning Board Resolution 19-04, Planning Board Recommendation-West Orange Library Redevelopment Plan, Block 68, Lot 1, 46 Mount Pleasant Avenue**
- 7. *Bills**
- 8. *Resolutions**
 - a. **162-19** Resolution Authorizing the Township to Execute a Memorandum of Understanding with Clara Mass Medical Center, a Subsidiary of RWJ Barnabas to Create and Implement a Justice and Mental Health Collaboration Program as Required to Finalize and Receive a \$100,000 Grant Awarded by the Department of Justice Office of Justice Programs (Legal-Moon)
 - b. **163-19** Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of West Orange, in the County of Essex, New Jersey into a Single Issue of Bonds Aggregating \$7,621,000 in Principal Amount (Gross)
 - c. **164-19** Resolution Determining the Form and Other Details of \$7,621,000 General Improvement Bonds of the Township of West Orange, in the County of Essex, New Jersey and Providing for their Sale (Gross)
 - d. **165-19** Resolution Authorizing an Executive Session to Discuss Contract Negotiations-Update - Police contract negotiations including viability of changing health insurance coverage.
 - e. **166-19** Resolution Awarding a Contract to Mobility Coach, 413 Melrose Way, Monroe Township, NJ 08831, for Licensed Motor Vehicle Drivers for Midtown Direct Shuttle Bus Program in the amount of \$328,680.00 for a 12 Month Period Beginning July 1, 2019 and Ending June 30, 2020 at a Monthly rate of \$27,390.00. The Rate for Any Additional Services is \$34.19 Per Hour (Lepore)

- f. **167-19** Resolution Authorizing the Township to Issue a Fireworks Permit to the Essex County Country Club for its Fourth of July Celebration (Legal-Moon)
This resolution permits the Essex County Country Club to display fireworks on July 4, 2019 with a rain date of July 6, 2019.
- g. **168-19** Resolution Recommending an Award of Contract to Cifelli & Sons Construction, Inc., 4 Coppola Street, Nutley, New Jersey 07110 for the Reconstruction of Lessing Road in the Amount of \$430,753.00 Contingent Upon the Approval of the Contractor by the New Jersey Department of Transportation (Lepore)
- h. **169-19** Resolution to Approve the Submission of a Grant Application and Execute a Grant Contract with the NJ Department of Transportation for the 2020 Municipal Aid Application for the Arverne Road, Crestmont Road and Westover Road Improvement Project (Legal/Millennium Strategies)
- i. **170-19** Resolution authorizing the Township to Retain Matrix to Prepare a Remedial Investigation and Remedial Action Work Plan for the Property at 18 Central Avenue Utilizing a Grand Award from the HDSRF Grant Issued by the Department of Environmental Protection and the Economic Development Authority (Legal-Moon)
- j. **171-19** Resolution Authorizing the Township to Enter into an Agreement with Cavanaugh & Keenan, LLC to be Retained as a Law Enforcement Consultant – Policing Background Utilizing Funds Awarded by a Grant from the Department of Justice (Legal-Moon)
- k. **172-19** Resolution Authorizing the Township to Enter into an Agreement with Cavanaugh & Keenan, LLC to be Retained as a Law Enforcement Consultant – Behavioral Health Specialist Utilizing Funds Awarded by a Grant from the Department of Justice (Legal-Moon)
- l. **173-19** Resolution Awarding a Professional Services Contract to Crew Engineers, Inc., 1250 Route 23 North, Butler, New Jersey 07405 for the Design, Specifications and Bid Documents for the Improvement of Old Indian Road between St. Cloud Avenue and North Edgewood Avenue in an Amount NTE \$20,600. with Funds from the 2019 Capital Budget (Lepore)
- m. **174-19** Resolution Authorizing the Extension of the Snow Removal and Snow Hauling Contract with American Asphalt and Milling Services, 96 Midland Avenue, Kearny, NJ for the 2019/20 Season for the Valley Section and the Heights Section of the Township (Lepore)
- n. **175-19** Resolution Authorizing the Extension of the Snow Removal and Snow Hauling Contract with Downes Tree Service, 65 Royal Avenue, Hawthorne, NJ for the 2019/20 Season for the Suburban/Robertson Tracts and the Seaman/Woodland Areas of the Township (Lepore)
- o. **176-19** Resolution Authorizing the Township to Utilize Competitive Contracting In lieu of Public Bidding to Award a Contract for Recreational and Social Services Pursuant to the Requirements of the Local Public Contracts Law (Legal-Moon)

9. Ordinances on Second and Final Reading

- a. **2576-19** An Ordinance Amending and Supplementing Chapter 2, Section 59 of the General Ordinances of the Township of West Orange Entitled “Board of the Oskar Schindler Performing Arts Center (Legal-Moon)

10. Ordinances on First Reading

- a. **2577-19** An Ordinance Amending Chapter 2, Section 47.6 of the Revised General Ordinances of the Township of West Orange (Studies and Recommendations)
This Ordinance expands the scope of the West Orange Environmental Commission to add the West Orange Zoning Board of Adjustments to the list of entities to which the commission can make recommendations.
- b. **2579-19** An Ordinance Authorizing the Offer by Private Sale of the Property at Block 175.08, Lot 11 on the Township of West Orange Tax Map to the Adjacent Property Owners Pursuant to Local Lands and Building Law (Legal-Moon)

- c. **2580-19** Ordinance of the Township of West Orange, In the County of Essex, State of New Jersey Adopting a Redevelopment Plan Relating to the West Orange Library Redevelopment Area (Legal-Cofoni)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **626-19** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2019-2020 License Term (Clerk) **(Resolution to follow)**
- b. **627-19** Hearing on Renewal for 2019-2020 License Term-**La Dolce Vita Bar & Restaurante (formerly t/a Las Palmeras)** 0722-33-045-005 (Special Conditions) **(Resolution to follow)**

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

RESOLUTION

WHEREAS, the West Orange Police Department (the “WOPD”) applied for a grant from the United State Department of Justice (the “DOJ”) Office of Justice Programs (the “OJP”) for funding to create and implement a Justice and Mental Health Collaboration Program (“JMHCP”) after cooperation with RWJ Barnabas (“RWJ”) and the Psychiatric Emergency Services at Clara Maass (“Clara Maass”), a subsidiary of RWJ; and

WHEREAS, the goal of the JMHCP is to review and improve the procedures and protocols for interactions between law enforcement officials and individuals with mental illness (“MI”) and/or co-occurring mental illness and substance abuse (“CMISA”); and

WHEREAS, on September 29, 2018, the OJP notified the Township of West Orange (the “Township”) that it had approved the grant award in the amount of \$100,000 for the Township to proceed with the creation and implementation the JMHCP Program; and

WHEREAS, a copy of the award report from the OJP is annexed hereto as Exhibit “A;” and

WHEREAS, the OJP requires that the Township and RWJ enter into a Memorandum of Understanding to affirm the respective parties’ commitment to create and implement the JMHCP; and

WHEREAS, the Township and RWJ through Clara Maass have negotiated a proposed Memorandum of Agreement, annexed hereto as Exhibit “B,” based on the overview of the JMHCP included in the application to the OJP which is reference and annexed as an exhibit to the proposed Memorandum of Understanding.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange be and is hereby authorized to execute the Memorandum of Agreement annexed hereto as Exhibit “B;” and

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute the Memorandum of Agreement annexed hereto as Exhibit “**B**” and the Municipal Clerk is authorized to attest to the Mayor’s signature.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 25, 2019

Exhibit “A”



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 29, 2018

The Honorable Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, NJ 07052-5404

Dear Mayor Parisi:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Justice and Mental Health Collaboration Program in the amount of \$100,000 for Township of West Orange.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, NiKisha Love, Program Manager at (202) 616-8241; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

September 29, 2018

The Honorable Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, NJ 07052-5404

Dear Mayor Parisi:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

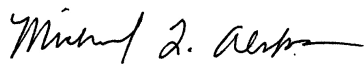
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 11

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Township of West Orange
66 Main Street
West Orange, NJ 07052-5404

4. AWARD NUMBER: 2018-MO-BX-0021

5. PROJECT PERIOD: FROM 01/01/2019 TO 12/31/2020
BUDGET PERIOD: FROM 01/01/2019 TO 12/31/2020

6. AWARD DATE 09/29/2018

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

226002396

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

060801172

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

West Orange Justice and Mental Health Collaboration

10. AMOUNT OF THIS AWARD

\$ 100,000

11. TOTAL AWARD

\$ 100,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(BJA - JMHCP) 34 USC 10651; Pub. L. No. 115-141, 132 Stat 348, 422

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.745 - Criminal and Juvenile Justice and Mental Health Collaboration Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Matt Dummermuth
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Robert D. Parisi
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	MO	80	00	00		100000

21. TMOUGT1890



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 11

PROJECT NUMBER 2018-MO-BX-0021

AWARD DATE 09/29/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 11

PROJECT NUMBER 2018-MO-BX-0021

AWARD DATE 09/29/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-MO-BX-0021 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

29. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



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30. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

31. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

33. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

34. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.



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35. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36. Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid abuse disorders.

37. The recipient agrees to submit to BJA an electronic copy of the Planning and Implementation Guide. The recipient understands that BJA must review and approve the Planning and Implementation Guide prior to the termination of the award period.

38. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

39. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

40. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

41. Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Township of West Orange

The primary purpose of Justice and Mental Health Collaboration Program (JMHCP) is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions are eligible to apply for collaborative county approaches to reducing the prevalence of individuals with mental disorders in jail, strategic planning for law enforcement and mental health collaboration, and implementation and expansion funding through JMHCP.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
			Grant	
		PROJECT NUMBER 2018-MO-BX-0021	PAGE 1 OF 1	
This project is supported under FY18(BJA - JMHCP) 34 USC 10651; Pub. L. No. 115-141, 132 Stat 348, 422				
1. STAFF CONTACT (Name & telephone number) NiKisha Love (202) 616-8241		2. PROJECT DIRECTOR (Name, address & telephone number) James Abbott 66 Main Street West Orange, NJ 07052 (973) 325-4030		
3a. TITLE OF THE PROGRAM CATEGORY 2: STRATEGIC PLANNING FOR POLICE AND MENTAL HEALTH COLLABORATION			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT West Orange Justice and Mental Health Collaboration				
5. NAME & ADDRESS OF GRANTEE Township of West Orange 66 Main Street West Orange, NJ 07052-5404		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 01/01/2019 TO: 12/31/2020		8. BUDGET PERIOD FROM: 01/01/2019 TO: 12/31/2020		
9. AMOUNT OF AWARD \$ 100,000		10. DATE OF AWARD 09/29/2018		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Bureau of Justice Assistance's (BJA) Justice and Mental Health Collaboration Program (JMHCP) supports cross-system collaboration to improve responses and outcomes for individuals with mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA) who come into contact with the justice system. JMHCP is authorized by the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Public Law 108-414), the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Public Law 110-416), and as amended by the 21st Century Cures Act (Public Law 114-255). JMHCP seeks to increase public safety by facilitating collaboration among the criminal justice, mental health, and substance abuse treatment systems to increase access to mental health and other treatment services for individuals with MI or CMISA. The program promotes officer and public safety through the coordination of system resources for people who are accessing multiple services including hospital emergency departments, jails, and mental health crisis services. JMHCP promotes cross-discipline training for justice and treatment professionals; and facilitates communication, collaboration, and the delivery of support services among justice professionals, and treatment and related service providers. In addition, projects funded through JMHCP must address opioid abuse				

reduction.

The recipient will use funds to conduct planning activities designed to free up law enforcement time to focus on responding to violent crime and to improve officer and citizen safety during calls for service involving people with MI and CMISA. The recipient will establish an interagency workgroup including law enforcement, behavioral health, and all other major stakeholders; designate a law enforcement agency project coordinator in a position of authority to review data on performance and adherence to policies and procedures; review, and revise as needed, existing protocols to respond to people who have MI and CMISA; review, and revise as needed, existing, officer, call-taker and mental health training to manage and defuse encounters with people exhibiting MI and CMISA; assess existing behavioral care resources, identify gaps in services, and prioritize behavioral health resources for the PMHC; assess ability to track mental health-related calls for service and dispositions and develop additional capacity to analyze and track them; organize, with technical assistance, a team of collaborative project partners to travel and engage in peer to peer learning sites as part of the strategic planning process; and develop a process for reviewing and improving performance data to promote additional capacity and long-term sustainability. BJA will need to approve the “Planning and Implementation Guide” the recipient develops during the project period.

CA/NCF

Exhibit “B”

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “Agreement” or the “MOU”) is made as of the ____ day of June, 2019 (the “Effective Date”) by and between **CLARA MAASS MEDICAL CENTER** having an address of 1 Clara Maas Drive, Belleville, New Jersey 07109 (“Clara Maass”), a subsidiary of RWJ Barnabas Health, Inc. (“RWJBH”), and **THE TOWNSHIP OF WEST ORANGE** having an address of 66 Main Street, West Orange, New Jersey 07052 (the “Township”). Clara Maass and the Township are hereafter individually referred to as a “Party” and alternatively as “Parties.”

W I T N E S S E T H:

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

WHEREAS, Clara Maass is a medical and mental health care provider, which provides psychiatric treatment and services, including Psychiatric Emergency Services, primarily to the western Essex County communities, including the Township; 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 \$100,000 grant to prepare and implement a Justice and Mental Health Collaboration Program (the “JMHCP”); and

WHEREAS, the grant from the OJP is meant to fund the a joint effort between the Township and RWJBH to create and implement a JMHCP 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 Township through the WOPD has an informal relationship with the staff of Clara Maass and the creation and implementation of a JMCHP will create a formal means to share information and collaborate in efforts to better train officers and better address the needs of individuals with a MI or a CMISA condition; and

WHEREAS, the OJP requires the execution of a Memorandum of Agreement (such as this MOU) to affirm the commitment of both the Township and Clara Maass to create and implement the JMCHP as a condition of the grant funding.

NOW, THEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto execute and deliver this MOU on the terms and conditions set forth herein.

1. Program Summary and Goals set forth in the Overview. The Parties reference the overview prepared as part of the Township's application for grant funding for the preparation and implementation of a JMCHP (the "Overview"), annexed hereto as Exhibit "A." The Parties agree and recognize that the Overview provides the general purpose and goal of the JMCHP and provides a preliminary and tentative plan to create and implement the JMCHP. The Parties agree and acknowledge that the Overview shall provide guidance for the Township and Clara Maass in furtherance of the crafting and implementation of a JMCHP, but that the parties may agree to alter or amend the Overview or deviate from any specific item of the Overview when the parties agree that it is in the best interest towards meeting the overall goals and purposes set forth therein.

2. Preparation of a JMCHP. The Parties agree to cooperate in efforts to develop and implement a JMCHP to improve officer and citizen safety during calls for those with a MI or CMISA disorder(s). The Township will contract with a law enforcement consultant to work with Clara Maass and other identified partners to create a "Project Team." The Township will also

appoint and/or designate a member of the WOPD as a Police-Mental Health Coordinator (the “Coordinator”) to lead the review of data on performance and adherence to policies and procedures, ensure day-to-day operations are in line with the JMHCP mission, and coordinate outreach and engagement with other partners.

3. Communications between the Township and Clara Maass. The Parties agree through the adoption of a communication plan by the Project Team to ensure all data and information is properly shared between the Parties. The Parties agree to abide by all federal, state, and local law governing disclosure of patient medical and psychiatric information.

4. The Project Team – Review of WOPD and Clara Maass Policies and Training. The Parties agree to appoint or designate individuals to the “Project Team” which will assess the policies, trainings and protocols within both the WOPD and Clara Maass to obtain an understanding of these policies, trainings, and protocols and how these policies, trainings and protocols are implemented by officers of the WOPD and mental health care providers. The Project Team shall meet with and interview individual officer(s) and individual mental health care providers to learn about experiences in responding to person(s) with MI or CMISA disorders, particularly relating to opioid abuse, so that the Project Team can evaluate how situations are handled and whether gaps exist within current policies of either the WOPD or Clara Maass. The Project Team shall also engage in the review and revision, if necessary, of existing trainings for officers and mental health care provides related to the managing and defusing encounters with individuals with a MI or CMISA disorder and communications between law enforcement officials and mental health care providers.

5. The Project Team – Data Collection and Sharing. Clara Maass will review and outline its existing policies and protocols for communications between its staff and law enforcement officials when Clara Maass accepts an individual with a MI or CMISA disorder for

care. The Project Team will examine possible gaps that may exist in the process from the intercept point by the law enforcement official(s) through admission to Clara Maas for treatment.

6. Review of Data and Preparation of a JMHCP: The Parties, through the Project Team agree to review and consider the compiled data obtained through the Project Team's investigations to formulate, craft and prepare a JMHCP which shall include: (i) recommendations for change to WOPD and/or Clara Maass policies to improve WOPD's interactions with individuals with a MI or CMISA; (ii) recommendations for change to WOPD and/or Clara Maass policies to improve communications and exchange of information between WOPD and Clara Maass staff and personnel related to the treatment of individuals with a MI or CMISA; (iii) recommendations for trainings for WOPD personnel and/or Clara Maass staff and personnel to improve interactions and/or treatments of individuals with a MI or CMISA; and (iv) any other recommendations or programs to otherwise improve the interaction of law enforcement officers with individuals with a MI or CMISA and/or treatment of individuals with a MI or CMISA.

7. Additional Collaboration from Additional Stakeholders: The Parties, through the Project Team agree to engage local stakeholders and partners in surrounding communities, Essex County, and the Northern New Jersey region. Clara Maass agrees that it will also assist in facilitating collaboration with additional stakeholders in the medical and mental health community. Clara Maass will solicit and invite other medical care and mental health care providers to engage and provide additional resources towards the crafting of proposed policies, activities and trainings related to interactions, care and/or treatment of individuals with MI or CMISA. Clara Maass shall: (i) invite additional stakeholders to participate in forums, (ii) supplement trainings; and (iii) publicize efforts.

8. Implementation of the JMHCP: The Parties agree to continue data sharing, communications, and training after the completion of the JMHCP planning process. Clara Maass agrees to continue to work with the WOPD in sharing relevant information and best practices related to mental health. The Township shall appropriately plan for future budget costs for continued WOPD officer trainings and necessary upgrades and maintenance of its data systems and software to insure proper implementation of the JMHCP.

9. Execution and Delivery. This MOU may be executed in counterpart originals, all of which, when so executed and taken together, shall be deemed an original and all of which shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic mail, and a faxed or electronically mailed copy of a signature shall have the same force and effect as an original signature.

10. Headings. Titles and captions contained in the MOU are inserted only as a matter of convenience and are for reference purposes only. Such titles and captions are in no way intended to define, limit, expand or describe the scope of this MOU, nor the intent of any provision thereof.

11. Signature. The Parties understand and agree to the terms of this MOU and execute it as of the date first set forth above.

The signature page follows this page.

ATTEST:

CLARA MAASS MEDICAL CENTER

By: _____

Name:

Title:

By: _____

Name:

Title:

ATTEST:

TOWNSHIP OF WEST ORANGE

By: _____

Name:

Title:

By: _____

Name:

Title:

Exhibit “A”

Description of the Issue: The Township of West Orange, New Jersey, is the fifth largest municipality in Essex County, with an area of 12.1 square miles, a population of approximately 47,000, and a daytime population that swells to about 100,000. Because of the Urban Rim District that exists along the border of West Orange and Orange, the Township considers itself a suburban/urban community that serves as the County's transition from a largely depressed urban environment to a middle-class suburban community. The Township has a racial/ethnic breakdown of approximately 47% White/Non-Hispanic, 25% Black/African-American, and 19% Hispanic/Latino. About 7.2% of the population is living at or below the poverty line. According to the 2017 Uniform Crime Report prepared by the NJ State Police, West Orange registered a 9.5% increase in crime compared to 2016.

As identified by the American Medical Association, mental illness is the nation's number one health problem. Approximately 28% of the U.S. population over 18 will suffer from a mental illness or substance abuse disorder in any one year, and 3% of the adult population are affected by severe mental illness. Only 20% of those in need of treatment seek help. As per the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration, the stigma surrounding mental illness is the leading obstacle for individuals in need of services. Emergency room (ER) admissions for behavioral health concerns have shown significant growth from 2011- 2015, as per the NJ Hospital Association's Mental Health and Substance Use Disorder Volume Report. In Essex County, admission increased nearly 17%, rising from 65,325 in 2011 to 78,649 in 2015. Further, ER visits for behavioral health accounted for 20% of all Essex County ER admissions in 2015. This increase in mental health ER admissions has grown into a local crisis. In Essex County, there are three mental health screening centers. In March

2018 alone, 865 patients were seen in these centers, in addition to 152 mobile screenings completed in the community. Of these, 209 were admitted either to voluntary or involuntary units.

Complicating this crisis, people with mental health disorders are more likely than those without to experience an alcohol or substance use disorder and those involved with the criminal justice system are more likely to suffer from co-occurring disorders. This is particularly true for the justice-involved population with a history of opioid misuse. Essex County ranked first in the state, accounting for over 12% for drug related deaths for 2016 (NJ Office of the State Medical Examiner). The misuse and addiction to opioids is an epidemic in Essex County. According to the NJ Drug and Alcohol Abuse Treatment: Substance Abuse Overview 2015, Essex County represented 9% of all Heroin and 6% of “other opiates” admissions for substance abuse in NJ.

To combat this epidemic, in November 2016, the West Orange Police Department (WOPD) collaborated with community partners and launched Operation HOPE (The Heroin-Opiate Prevention Effort). This is a voluntary program offering drug turn-in, treatment, and assistance aimed at placing those with an addiction into drug treatment instead of jail. With services offered 24 hours a day/7 days a week, anyone who comes in to turn over drugs or drug paraphernalia will not be charged with possession. Providing integrated treatment to address mental illness and opioid addiction can lead to positive outcomes such as reduced substance use and arrests. Screening at entry points to the criminal justice system for mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA) is an imperative step that starts with police departments.

The WOPD has some specific policies for responding to those who are potentially afflicted by MI or CMISA. These policies include: involuntary commitment of persons for psychiatric evaluation (effective 2002); guidance for personnel in recognizing and dealing with persons with mental illness or emotional disturbances (effective 2006); and guidelines and regulations

governing utilization of Nasal Narcan administered by the WOPD (effective 2015). As such, officers are to transport individuals for medical attention if determined to be a danger to themselves or others. Many times, officers must act as first responders to people in crisis for which minimal training has been received. As there is no formal collaboration or tracking system with our mental health community, once an individual is received by the hospital, the WOPD has no further role. This limitation is due to a lack of collaboration and has been acknowledged by all.

Together, the WOPD and the Psychiatric Emergency Services at RWJBarnabas Health (PES) are eager to create an effective and collaborative policy and implementation plan for law enforcement when responding to those with a MI or CMISA. This will include proper training for police officers when responding, as well as transferring over to the hospital's care and formal tracking for outcome indicators. If properly assessed at the first intercept, in many cases individuals with a MI or CMISA can be placed in an appropriate care facility rather than jail. Collaborative training and policy development will allow the WOPD and medical community to meet these high-need individuals at the first intercept and minimize cost of jail time. Treating individuals instead of jailing them minimizes risk of recidivism and reduces cost.

Currently, the WOPD has an informal relationship with staff at PES if an individual with a MI or CMISA disorder is brought to the hospital; however, there is no formal information-sharing. We aim to take this existing framework to develop a two-way channel of communication. In addition, the WOPD does not have the resources needed to track key data measures such as MI or CMISA calls for service. The WOPD is only able to determine if a call involves an afflicted individual. Once accepted by the hospital, outcomes cannot be monitored or tracked by officers. As such, together with community partners, the WOPD is applying for the USDOJ: Justice and Mental Health Collaboration Program FY 2018, Category 2: Strategic Planning for Police and

Mental Health Collaboration Competition to establish a collaborative policy and implementation including training for officers and the development of formal tracking processes to improve records and future assessments for those who encounter the justice system and are afflicted by MI or CMISA disorders.

Project Design and Implementation: The Township of West Orange will lead the “West Orange Justice and Mental Health Collaboration” (JMHC) working collaboratively with the West Orange Police Department (WOPD) and Psychiatric Emergency Services at RWJBarnabas Health (PES). With technical assistance from BJA, the Township will develop and document a JMHC to improve officer and citizen safety during calls for those with a MI or CMISA disorder. The Township will contract with a law enforcement consultant to work with the partners identified to create a “Project Team.” A Police-Mental Health Coordinator (Coordinator) will be appointed from the WOPD to lead the review of data on performance and adherence to policies and procedures, ensure day-to-day operations are in line with the JMHC mission, and coordinate outreach and engagement with other partners. Our goal is to promote officer and public safety through the coordination of system resources for those with a MI or CMISA disorder interacting with the WOPD.

First, the Project Team will assess the policies within the WOPD and the understanding and application of these policies by all officers. Information will be collected from officer experiences in responding to a person with MI or CMISA disorders, particularly relating to opioid abuse, to determine how the situation was handled and where gaps exist within current policies. This will include the review and revision, as necessary, for existing officer, call-taker, and mental health trainings to manage and defuse encounters with those with a MI or CMISA disorder. It will also be determined to what extent officers have received mental health trainings. Similarly, the PES will determine existing policies and protocols for communication between law enforcement

and staff when an individual with a MI or CMISA disorder is accepted for medical care. Staff will also determine trainings received for working with those involved with, or diverted from, the justice system. The number of justice-involved individuals that have received services and outcomes will be assessed as available. Together, the Project Team will determine where gaps exist from the intercept point with law enforcement through admission to the hospital, and treatment services. This will also include consideration of existing behavioral care resources such as crisis hotlines, mobile outreach, and crisis facilities to identify needs and prioritize resources. This will create the foundation to establish appropriate policies in an effort to minimize contact or deeper involvement for these individuals within the criminal justice system. The Project Team will identify the overarching goals to be achieved through policy implementation as well.

The Project Team will then work with the consultant to develop policy recommendations for the WOPD. Led by the appointed Coordinator, the team will look towards communities that have implemented comparable programs to evaluate successes and where improvements can be made, in coordination with strategic planning provided by the BJA. Together with the Township's administration, the WOPD will review and revise policies and procedures, as necessary, for implementation. Officers will receive trainings that support these policies and learn best practices for such incidences. Treatment needed to minimize further involvement with the criminal justice system will be determined by the PES staff. Budget allocations for the information systems will also be determined for the continuation of the project.

The Project Team will also work collaboratively with the surrounding municipalities' PDs as well as the Essex County Sheriff's Office, 911 and dispatch, and any other key stakeholders to involve the community and all levels of the local justice system. The WOPD will gather information, as well as experiences of PDs to ensure relevant resources are shared to develop the

implementation plan. Communities that have employed a 24/7 Crisis Intervention Team and Mental Health First-Aid, and other strategies from the PMHC Toolkit will be studied to determine the best fit for the WOPD and community. PES will similarly provide insights about successful comparable experiences. The Project Team will work with additional stakeholders such as Integrity House, a non-profit provider of substance use disorder treatment, as well as others from the mental health community. Together we will also determine how to expand and enhance efforts for the WOPD's Operation HOPE program to address methods for opioid abuse reduction. With this collaboration we aim to promote cross-discipline training for justice and treatment professionals in the community, and facilitate communication, collaboration, and the delivery of support services among justice professionals, and treatment and related service providers.

The Coordinator position will be assigned to a senior staff member of the WOPD for the 12-month project period. The Coordinator will ensure that all policies and procedures according to the funding guidelines are followed, and that all activities and reports are completed. 20% of the staff members time will be dedicated to the project and 100% of this position's salary will be paid for as an in-kind contribution. Together with the contracted consultant, the Project Team will establish the data and performance measurement systems and protocols necessary to track the MI or CMISA related responses for the WOPD, as well as relevant data for record keeping. The consultant will guide the WOPD in revision of the current policies and procedures as necessary to work collaboratively with PES when responding to those with a MI or CMISA disorder. The consultant will also assist in the creation of performance evaluations for officers who have responded to a mental health related call. The appropriate level of training for officers will be determined, as well as training for dispatchers and general staff. Officer trainings will be provided in collaboration with protocols used at PES to ensure the same best practices are utilized by officers

as when patients are receiving treatment for a cohesive transfer between law enforcement and PES staff. The consultant will guide all project partners for appropriate trainings and delivery strategies; this includes frequency, duration and, level of officer training and trainings for other staff.

To address the priority consideration of Program Evaluation, once this collaboration is implemented, the Project Team will have the means necessary to establish a data and performance measurement system and necessary processes for the WOPD to track the related responses and evaluate outcomes. Key staff will be trained in utilizing the system and appropriate methods for collaborating with PES for a formal communication system and procedures to evaluate call related data. Developing this two-way information system will promote the delivery of timely information to make appropriate decisions that are inclusive of each partner for people with MI or CMISA disorders. This will allow all staff to properly input data and monitor factors such as repeat addresses, similar call indicators, disposition of calls, and outcomes. As a result, the Project Team will have a process for reviewing and improving performance data and will be able to continually monitor progress, evaluate effectiveness of protocols, and further these efforts to promote additional JMHC capacity and long-term sustainability.

The Project Team will arrange for two representative, including a senior representative from the WOPD and PES, for the strategic planning with peer to peer learning with one of ten, BJA-established Law Enforcement Mental Health Collaboration learning sites. This opportunity will allow the Project Team to learn from communities with similar issues based on first-hand experiences from their peers. This will be invaluable to project completion and include items such as: discussion of existing policies followed by the WOPD for response to those with a mental illness; case studies of surrounding communities with comparable programs; the available trainings from the PES; and other topics to be determined.

Capabilities and Competencies: The Project Team for the West Orange JMHC will be led by the Township of West Orange working collaboratively with the WOPD and PES as project partners. The designated Coordinator will lead and facilitate the review and planning process. All of the Project Team representatives and partners have extensive backgrounds with justice, mental health, and administrative services. From the WOPD, Chief James P. Abbott has supervised every area of the WOPD and has spent the previous 21 years as Chief of the Department. With nearly thirty-eight years of experience in Law Enforcement, Chief Abbott will lead the proposed efforts on behalf of the WOPD. On behalf of the Township of West Orange, Administrator John Sayers will be responsible for the oversight and collaboration of efforts between the Project Team. Mr. Sayers has been the administrator of the Township since 2001. As Assistant Vice President, Psychiatric Emergency Services, RWJBH Hospital System, Joseph E. Cuffari will lead the efforts on behalf of the mental health agency. Mr. Cuffari has nearly 30 years experience in the field of mental health, as well as Psychiatric Emergency services. A senior staff member of the WOPD will be appointed to the position of Police-Mental Health Coordinator to be responsible for management of the grant, lead the review and planning process with the Project Team, and work closely with the consultant to facilitate project elements. The law enforcement consultant will be contracted upon award of grant funds according to all local procurement laws. The consultant will assist in developing all project elements, including: establishing the data and performance measurement systems and processes; revising policies and procedures for the WOPD; creating performance evaluations; advising on appropriate trainings for officers, and more to be determined. The WOPD will continue working with existing partners such as Integrity House, a non-profit provider of substance use disorder treatment committed to helping individuals and families; Ammon Labs, a

full-service toxicology lab serving addiction treatment facilities, detox centers, sober living homes, substance abuse clinics, and more; and other local stakeholders.

The project collaboration structure will be comprised of the Township of West Orange, WOPD and the PES. Together with the law enforcement consultant, the Project Team will meet regularly during the planning processes for the JMHC to ensure successful evaluation, planning, and creation of policies and an implementation plan. If awarded funds, a Memorandum of Understanding will formalize partnerships, roles, and terms of this collaboration between Project Team members. All partners have documented their role in this project with the enclosed Letter of Commitment. The Project Team will complete planning and evaluation to develop a written action plan in the 12-month project period upon award of funds. The Timeline attachment details each project goal, related objective, activity, expected completion date, and responsible parties. The Project Team will work collaboratively with the law enforcement consultant to overcome any barriers to implementation that arise during this project.

Plan for Collecting the Data Required for this Solicitation's Performance Measures: To collect data and measure the local outcomes for project effectiveness, the Project Team will work collaboratively with the consultant to establish data and performance measurement systems necessary for the WOPD to effectively track calls and responses to those with a MI or CMISA disorder. Once identified, the system will allow for these indicators to be entered and monitored by both the WOPD and PES staff, as well as for outcome measurements to be evaluated. The consultant will then provide the Project Team with the formal methods for communication and collaboration to evaluate and review the data collected from calls. The outcomes will be assessed in comparison to those established by the Project Team to determine the project's success. The

Coordinator will ensure all data on performance is reviewed and policies and procedures on performance are adhered to ensure data is collected to be analyzed for program evaluation.

Plan for Measuring Program Success to Inform Plans for Sustainment: The Project Team will engage local stakeholders and partners in surrounding communities, as well as Essex County and the northern NJ region. RWJBarnabas Health will help facilitate collaboration of additional stakeholders in the medical and mental health community. Stakeholder support will be measured by the organizations that engage and provide resources for the proposed activities. Stakeholders will be invited to participate in forums, supplement trainings, and publicize efforts.

The result of this project will be a sustainable, action plan with enhanced policies ready for implementation. This will provide the Township and WOPD with a formalized collaboration with RWJBarnabas Health, PES to continue data sharing, communications, and trainings as established during the planning process. Trainings received by officers will be relevant beyond the grant funding period. In addition, the staff at PES will continually work with officers in sharing information and best practices for mental health. During the planning process, the Township and WOPD will also plan for future budget costs for continued officer trainings and to maintain data systems and software. Once formal policies have been established and adopted, minimal funds will be required for continued implementation of the JMHC. Stakeholders engaged during the planning phase will also be utilized for information and resources to maximize future implementation. The policies and regulations that must be put in place to support and sustain service delivery include: formalization of the commitment between the RWJBarnabas Health, PES, the WOPD, and Township, as well as the adoption of written policies created as a result of these funds. Members of the Project Team will also adopt the communication plan created to ensure all data and information is properly shared throughout the project and beyond.

Township of West Orange- Justice Mental Health Collaboration Program Timeline

Project Goal	Objective	Activity	Expected Completion Date	Responsible Person/ Organization
1. Commence Project	Acceptance of Grant	Execute Grant Agreement	January 1, 2019	Township of West Orange (Administration)
2. Create Project Team	To develop a team for the Justice Mental Health Collaboration (JMHC)	Assigning of Police-Mental Health Coordinator position; activate stakeholders	January 2019	Township of West Orange (Administration) and West Orange Police Department (WOPD)
3. Hire Law Enforcement Consultant	To hire a law enforcement consulting firm with experience in mental health related projects	RFP for law enforcement consultant	January-February 2019	Township of West Orange (Administration) and WOPD
4. Engage Stakeholders and Create Project Plan	To develop a schedule for the 12-month project period with all involved stakeholders	Establish a detailed plan for the 12-month Project Period	January-February 2019	Project Team (Township of West Orange, WOPD, Psychiatric Emergency Services at RWJBarnabas Health and Police-Mental Health Coordinator)
5. Formalize MOU with Psychiatric Emergency Services at RWJBarnabas Health (mental health facility)	To formalize the commitment of the project team and resources to be provided by each organization	MOU will be drafted, agreed upon, and signed by all partners formalizing commitment	February-March 2019	Project Team
6. Commence activities of Project Team	To familiarize the Project Team with the grant requirements and	Staff to hold internal kick-off meeting with Project Team and	February-March 2019	Project Team and Hired Consultant

	activities to be conducted	hired Consultant to begin grant activities		
7. Inventory existing policies and procedures of WOPD responding to those with mental illness	To assess existing policies and procedures and determine where gaps exist and improvements can be made	Review policies of WOPD, survey officers for trainings received, and instances in responding to an individual with a mental illness	April- May 2019	WOPD, Police-Mental Health Coordinator and Hired Consultant
8. Evaluate procedures for WOPD and mental health facility for patient intake and response	To determine the existing procedures for police and mental health staff and communication	Review policies of mental health staff for intake of individuals with mental illness from law enforcement and information sharing between police and mental health staff	April- May 2019	WOPD, Police-Mental Health Coordinator, Consultant, and staff at Psychiatric Emergency Services at RWJBarnabas Health
9. Plan and evaluate various strategies and case studies for consideration for project	Discuss various approaches to policy and case studies from other WOPD for response to those with mental illness	Strategize internally and attend peer to peer learning for further assessment	June- July 2019	Project Team
10. Develop policy recommendations/ standard operating procedures to be adopted by the WOPD	To improve policies and procedures when responding to an individual with mental illness and establish standard operating procedures for officers	Revisions to policies and standard operating procedures will be drafted and recommended for implementation	June- July 2019	Project Team and Consultant
11. Create a Database for WOPD and Mental Health Facility to track responses and outcomes	To develop a database base that can be utilized for tracking mental health response calls and indicator outcomes	Establish data to be collected and how communicated and tracked to create database for collection.	July- August 2019	WOPD, Consultant, Police-Mental Health Coordinator, and Psychiatric Emergency Services at

				RWJBarnabas Health
12. To train staff on data tracking procedures and database use and communications	To understand procedures for using database and best practices in data management for all involved	Train Project Team, WOPD, and staff at Psychiatric Emergency Services at RWJBarnabas Health to effectively use database	August 2019	Project Team, Consultant, and individual officers involved in project
13. Determine strategies/ trainings appropriate for WOPD	To decide the best practices and strategies that should be employed by the Department and trainings to accomplish this	Schedule appropriate trainings for all WOPD such as mental health first aid or others as determined appropriate	August-September 2019	WOPD, Police-Mental Health Coordinator, Consultant, and staff at Psychiatric Emergency Services at RWJBarnabas Health
14. Formally adopt recommended policies for project implementation	To implement revised policies/ procedures for improved response to those with mental illness	Policies will be adopted and all officers trained for new procedures for response to those with mental illness	October 2019	WOPD and Township of West Orange
15. Finalize action plan for JMHC	To implement the finalized action plan as a result of all project efforts for the JMHC for future use	The action plan will be finalized with strategies and policies/procedures, trainings, data collection and communication methods established	October 2019	Project Team and Consultant
16. Implement action plan and build upon project activities with additional stakeholder involvement beyond funding period	To continue and expand upon the project deliverables once the funding period has ended	Engage community organizations to support the Project Team's efforts in future years	November 2019 and beyond	Project Team and additional stakeholders

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
(DOI Financial Guide, Section 3.10)

No

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
TBD	Police-Mental Health Coordinator Position	\$125,000.00	yearly	1	20%	\$25,000	\$25,000	\$0
Total(s)						\$25,000	\$25,000	\$0

Narrative

A senior staff member of the West Orange Police Department will be assigned the role of the Police-Mental Health Coordinator Position for the 12-month project period. The staff member will ensure that all policies and procedures according to the funding guidelines are followed and all activities for this grant are completed. 20% of the staff members time will be dedicated to the project and 100% of the salary for this project will be paid for by the Township of West Orange and WOPD as a stipend to the staff member for an in-kind contribution for this project $\$125,000 \times 0.25 = \$25,000$

B. Fringe Benefits

Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
Police-Mental Health Coordinator Position			\$0		\$0
Total(s)			\$0	\$0	\$0

Narrative

The staff member will be paid a stipend for the Police-Mental Health Coordinator tasks and duties; therefore, fringe is not applicable.

C. Travel

Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Lodging, Meals, Etc.</i>	Basis <i>Per day, mile, trip, Etc.</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
Peer to Peer learning at BJA-established Law Enforcement Mental Health Collaboration learning sites	TBD	Lodging	Night	\$300.00	1	2	1	\$600		\$600
Peer to Peer learning at BJA-established Law Enforcement Mental Health Collaboration learning sites	TBD	Meals	Day	\$75.00	1	2	1	\$150		\$150
Peer to Peer learning at BJA-established Law Enforcement Mental Health Collaboration learning sites	TBD	Transportation	Round-trip	\$325.00	1	2	1	\$650		\$650
Additional Conference/Trainings (i.e. National CIT Conference)	TBD	Local Travel	N/A	\$500.00	1	2	1	\$1,000		\$1,000
Total(s)								\$2,400	\$0	\$2,400

Narrative

Travel for 2 project partners for peer to peer learning with one of ten, BJA-established Law Enforcement Mental Health Collaboration learning sites and other relevant conferences as determined necessary and approved by BJA.

D. Equipment

Item <i>List and describe each item of equipment that will be purchased</i>	Computation <i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>
---	---

Purpose Area #4

	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Database/Software for Tracking	1	\$7,600.00	\$7,600		\$7,600
Total(s)			\$7,600	\$0	\$7,600
Narrative					
The West Orange Police Department will purchase software for two-way tracking and monitoring calls and responses for those with mental health and co-occurring disorders so that information can be shared with the mental health project partners and dispatchers in a timely and efficient manner. This will include multiple licenses for software on multiple computers at various locations.					
E. Supplies					
Supply Items <i>Provide a list of the types of items to be purchased with grant funds.</i>		Computation <i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					
F. Construction					
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>			
	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0

Narrative								
G. Subawards (Subgrants)								
Description <i>Provide a description of the activities to be carried out by subrecipients.</i>	Purpose <i>Describe the purpose of the subaward (subgrant)</i>	Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
					\$0			
Total(s)			\$0	\$0	\$0			
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total			\$0			\$0	\$0	\$0
Narrative								

H. Procurement Contracts								
Description		Purpose		Consultant?				
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).		Describe the purpose of the contract		Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
						Total Cost	Non-Federal Contribution	Federal Request
Training for Officers		Trainings Recommended by Consultant will be provided for officers.		Yes		\$15,000		\$15,000
Law Enforcement Consultant		Law enforcement consultant will be contracted for the grant activities		Yes		\$75,000		\$75,000
Total(s)						\$90,000	\$0	\$90,000
Consultant Travel (if necessary)								
Purpose of Travel		Location		Type of Expense		Computation		
Indicate the purpose of each trip or type of trip (training, advisory group meeting)		Indicate the travel destination.		Hotel, airfare, per diem		Compute the cost of each type of expense X the number of people traveling.		
						Cost	Duration or Distance	# of Staff
Total						\$0	\$0	\$0
Narrative								
A law enforcement consultant will be contracted for the grant activities such as assessment, developing policies, data base and management systems and other tasks as developed during the grant period. The consultant will be contracted for the duration of the 12-month project period=\$75,000 Training for all West Orange Police Officers will be provided as recommended by the Law Enforcement Consultant. Proposed/potential trainings include mental health first aid, crisis intervention training, and dispatch for mental illness calls. All 97 officers of the WOPD will attend training (from senior officers to new hires) at an approximate cost of \$155 per person (total \$15,000). Both consultants will be local, so travel costs are included in their overall cost.								
I. Other Costs								
Description		Computation						
List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).		Show the basis for computation						
		Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0

		Total(s)	\$0	\$0	\$0
Narrative					
J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>			
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Planning Guide

Justice and Mental Health Collaboration Program Category 2: Strategic Planning for Police and Mental Health Collaboration

DESCRIPTION

This Planning Guide is intended for recipients of Justice and Mental Health Collaboration Program (JMHCP) grants administered by the U.S. Department of Justice's Bureau of Justice Assistance (BJA). JMHCP grantees will complete this guide in partnership with the technical assistance provider from The Council of State Governments Justice Center over the course of their grant.

The Council of State Governments Justice Center prepared this guide with support from the U.S. Department of Justice's Bureau of Justice Assistance (BJA). The contents of this document do not necessarily reflect the official position or policies of the U.S. Department of Justice.

About the Planning Guide

The Council of State Governments (CSG) Justice Center has prepared this Planning Guide to support grantees in developing and refining Police-Mental Health Collaboration (PMHC) initiatives to improve outcomes for people who have mental illnesses and are in the criminal justice system. The guide is not intended to serve as a step-by-step blueprint, but rather to foster discussion on best practices; identify considerations for your collaborative effort; and help you work through key decisions and implementation strategies.

The guide was developed as a tool for grantees, but it also serves as an important mechanism for your CSG Justice Center technical assistance provider (TA provider) to understand the status and progress of your project, the types of challenges you are encountering, and the ways your TA provider might be helpful to you in making your project successful.

You and your TA provider will use your responses to the self-assessment to collaboratively develop priorities for technical assistance.

Any questions about this guide should be directed to your TA provider.

Contents of the Guide

The guide is divided into seven sections, each with assessment questions, exercises, and discussion prompts. The self-assessment questions and exercises are grounded in evidence-based principles. You will be prompted to write short responses, attach relevant documents, and/or complete exercises for each section. Your answers will provide insight into your initiative's strengths and identify areas for improvement. Your TA provider may also send you additional information on specific topics throughout your time together. If you need additional information or resources on a topic, please reach out to your TA provider.

TA Provider Contact Information	
Name:	Enter text here.
Phone:	Enter text here.
Email:	Enter text here.

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- A. *Funding Sources for Sustainability*
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 - C. *Using Data to Drive Sustainability*
 - D. *Other Sustainability Strategies*
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Appendix A: Brief Overview of Police-Mental Health Collaborations

Appendix B: Supporting Resources

- I. *Police-Mental Health Collaboration Toolkit*
- II. *Police-Mental Health Collaboration Checklists*
- III. *Law Enforcement/Mental Health Learning Sites*
- IV. *Criminogenic Risk and Behavioral Health Needs Framework*
- V. *Behavioral Health Diversion Interventions: Moving from Individual Programs to a Systems-Wide Strategy*

PART 1: GETTING STARTED AND IDENTIFYING GOALS AND OBJECTIVES

Although your TA provider has read the project narrative that you submitted in response to the JMHCP solicitation, there may have been updates or changes since the submission of your original application. This exercise is intended to give your TA provider a sense of your current project goals and your initial technical assistance needs.

EXERCISE 1: Basic Information

A. Grantee Information

1. Grantee Name and Award Number
Enter text here.
2. Lead Agency (*Who applied for the grant?*)
Enter text here.
3. Collaborating Partner Agency
Enter text here.
4. Primary Agency (*Who manages the day-to-day operations of the grant program?*)
Enter text here.
5. Geographic Location (*City/county/state*)
Enter text here.
6. Type of Jurisdiction (*Rural/suburban/urban/mix*)
Enter text here.
7. Population Size of Jurisdiction Served
Enter text here.
8. Project Title
Enter text here.

Point(s) of Contact

Name #1: Enter text here.
Email: Enter text here.
Agency: Enter text here.

Name #2: Enter text here.
Email: Enter text here.
Agency: Enter text here.

Name #3: Enter text here.
Email: Enter text here.
Agency: Enter text here.

B. More about Your Initiative

1. Have there been any changes to the initiative or its goals as outlined in your grant proposal?

*If any programmatic, administrative, or financial changes have been made since you submitted your grant proposal, you are required to submit a Grant Adjustment Notice (GAN) through the GAN module in the Grants Management System (GMS). **Please note that GANs are subject to approval by BJA.** If you are planning to submit a GAN please coordinate with your TA Provider on how the modification helps you meet the goals of the grant.*

☐ Yes (Please specify.) Enter text here.

☐ No

C. Logic Model

Work with your team to articulate the overall program goal(s) and measurable objectives for the next 12 months, based on your grant proposal narrative. During our next TA call, we will discuss to ensure that everyone agrees with the identified goal(s) and objectives.

Program Goal(s)

Enter text here.

Program Objectives

Enter text here.

Resources/Inputs <i>To accomplish these goal(s) and objectives, we will need the following resources:</i>	Activities <i>To accomplish these goal(s) and objectives, we will complete the following activities:</i>	Outputs <i>Once activities have been accomplished, they will produce the following results by the end of the 12-month grant period:</i>
Enter text here.	Enter text here.	Enter text here.

PART II: A FRAMEWORK FOR YOUR POLICE-MENTAL HEALTH COLLABORATION

To assess how well a jurisdiction is safely and compassionately addressing the needs of people who have mental illnesses, police, behavioral health, and other local leaders should ask themselves the six questions below about their police-mental health collaborations (PMHCs). The following sections correspond to those six questions. Each month, you will receive directions from your TA provider on which exercises to complete before the next TA call.

- 1 • Is our **leadership** committed to the PMHC?
- 2 • Do we have clear **policies and procedures** to respond to people who have mental needs?
- 3 • Do we provide staff with quality mental health and stabilization **training**?
- 4 • Does the community have a full array of **mental health services and supports** for people who have mental health needs?
- 5 • Do we collect and analyze **data** to measure the PMHC against the four key outcomes?
- 6 • Do we have a formal and ongoing process for reviewing and improving **performance**?

QUESTION 1: IS OUR LEADERSHIP COMMITTED TO THE POLICE-MEN HEALTH COLLABORATION (PMHC)?

Committed law enforcement agency leadership and strong partnerships with behavioral health care system community-based care providers, and other community leaders are foundational to any successful police-MH collaboration. A successful PMHC requires leaders from multiple agencies to regularly assess and modify strategies to ensure that the PMHC is responsive to local needs.

The questions and activities in this section are intended to provide guidance on creating innovative, cross-collaboration between law enforcement and mental health agencies. This section can also help you explore aspects of collaborative decision making that are essential to the success of your initiative.

EXERCISE 2: Leadership Buy-In and Stakeholder Engagement

A. Leadership

1. Are any executive-level “champions” for the PMHC within the law enforcement agency part of this project? Do you plan to include these champions in the day-to-day oversight of the PMHC efforts?

Enter text here.

2. On a scale of 1 to 5, indicate the perceived level of support (buy-in) for this program from the law enforcement leaders. (1 = No support; 5 = Very high level of support)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

3. Are any executive-level “champions” for the PMHC within the mental health agency part of this project?

☐ Yes (*Who are these champions?*) Enter text here.

☐ No (*Do you plan to include these champions in the day-to-day oversight of the mental health role in the project?*) Enter text here.

4. On a scale of 1 to 5, indicate the perceived level of support (buy-in) for this program from mental health leaders. (1 = No support, 5 = Very high level of support)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

B. More about Your Jurisdiction

1. Are you aware of any local or state-level diversion or reentry initiatives/programs that help people with mental health issues avoid future contact with police? These programs may include those that focus on supportive housing, health courts, supportive employment, and access to affordable behavioral health care or case management for people who have repeat contact with police. **Please indicate if any of these initiatives or programs have received funding from BJA’s JMHCP or Second Chance Act grant programs. See also the Behavioral Health Diversion Interventions below.**

☐ Yes (*Have you been in contact with the known initiative(s)/program(s), and would collaboration with that initiative/program be beneficial to your JMHCP grant-funded project?*) Enter text here.

☐ No

2. Has your jurisdiction ever conducted a strategic mapping exercise, gap analysis, process flow analysis, or assessment about the services available in your community? If yes, how is it being used to guide your project?

☐ Yes (*Please supply your TA provider with a copy of any available reports.*) Enter text here.

☐ No

C. Committees

1. Is there an interagency workgroup already in place that will help to guide this project?

☐ Yes (*How often does your interagency committee meet?*) Enter text here.

☐ No (*Please describe your strategy for establishing an interagency workgroup. Your response should address how often you anticipate the interagency committee will meet and who might lead the group.*) Enter text here.

2. Is there a committee within the agency that is already in place for this project?

☐ Yes ☐ No

D. Identifying Stakeholders

List the stakeholders involved in this project. Insert additional rows as necessary.

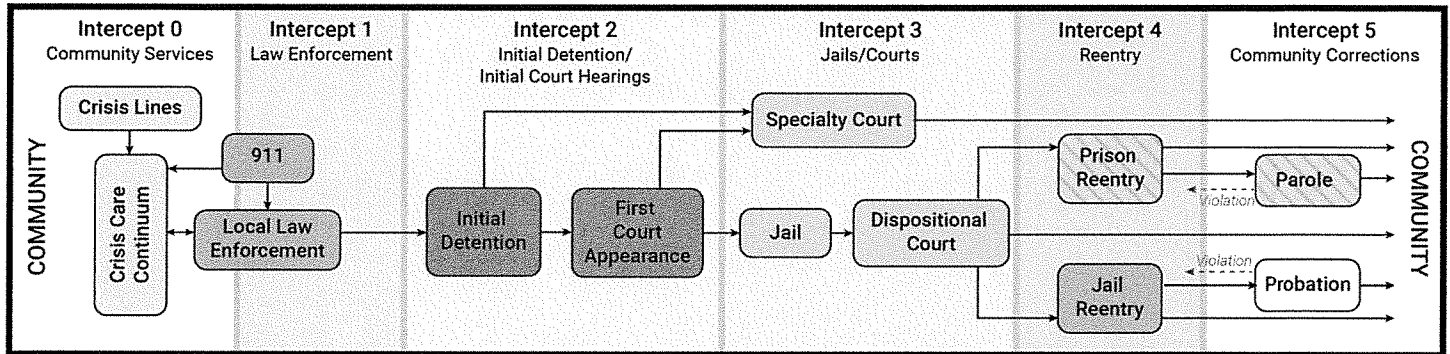
Field	Name	Title	Organization	Role	Level of Support (1=No support; 5=Very high level of support)	How will this person move this project along?
Enter text here.	Enter text here.	Enter text here.	Enter text here.	Choose an item.	1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐	Enter text here.
Enter text here.	Enter text here.	Enter text here.	Enter text here.	Choose an item.	1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐	Enter text here.
Enter text here.	Enter text here.	Enter text here.	Enter text here.	Choose an item.	1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐	Enter text here.
Enter text here.	Enter text here.	Enter text here.	Enter text here.	Choose an item.	1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐	Enter text here.

E. Plans for Improvement

In addition to the stakeholders you listed in Exercise 2D above, what other agencies would you want to involve in your PMHC, and for what purpose? *Please refer to the Sequential Intercept Model and related text below to answer this question.*

Enter text here.

The Sequential Intercept Model below illustrates how people who have behavioral health needs may come into contact with and move through the criminal justice system. As such, it offers context for what other agencies may be involved in criminal justice-behavioral health partnerships.



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In addition to the entities listed in the Sequential Intercept Model above, other people and agencies to consider consulting with as part of your PMHC include:

- Direct service workers and supervisors/managers/administrators;
- Other (non-law-enforcement) first responders (e.g., emergency medical technicians [EMTs] and firefighters);
- People who have mental illnesses, families, and advocates;
- Community membership organizations (e.g., churches);
- Court staff, including prosecutors, defenders, and judges;
- Schools;
- Housing organizations and shelters; and
- Representatives from agencies and providers that focus on other aspects of behavioral health, including:
 - Substance addiction treatment and recovery;
 - Intellectual and developmental disabilities; and
 - Neurocognitive disorders (e.g., Parkinson's, Huntington's, Alzheimer's)

QUESTION 2: DO WE HAVE A CLEAR POLICIES AND PROCEDURES TO RESPOND TO PEOPLE WHO HAVE MENTAL NEEDS?

Written protocols and policies play an important role in the overall management and success of a PMHC. They provide agency employees with a clear understanding of the program by

- Affirming agency principles;
- Delineating procedures for carrying out program activities; and
- Providing critical information for working with mental illness agency partners.

Successful PMHCs have protocols that enable behavioral health and law enforcement professionals to divert people from the criminal justice system to treatment in the least restrictive setting that still meets public safety objectives. Protocols should be defined for all points at which the behavioral health care system can work with law enforcement (including at dispatch, on scene, and for follow-up/case management).

This section will help you assess which protocols are already in place and which need to be developed in order to support your PMHC efforts.

Protocols for successful PMHC efforts include interagency agreements, such as memoranda of understanding (MOUs), which are effective mechanisms to

- Delineate roles and responsibilities;
- Identify resources to be contributed; and
- Document joint policies and procedures.

EXERCISE 3: Protocols for Law Enforcement Contact with People who have Behavioral Health Needs

A. Interagency Agreements

1. Do you currently have any of the following documents to define responsibilities among PMHC partners?

☐ MOUs ☐ Other interagency agreements ☐ Joint or collaborative policies and procedures (**See below.**)

Please supply your TA provider with a copy of any selected item(s) above.

B. Screening and Guidance for Mental Health Calls for Service

Dispatch	1. Are policies and procedures in place to guide call-taker and dispatcher activity with regard to mental health calls for service? ☐ Yes ☐ No ☐ No, but we will be working on this as part of the grant 2. Do 911 staff use specific screening questions to determine whether a call appears to involve a person who has a mental illness? ☐ Yes ☐ No ☐ No, but we will be working on this as part of the grant 3. Are call-takers and dispatchers informed of law enforcement and mental illness agency staffing patterns so that they can properly route mental health calls for service? ☐ Yes ☐ No ☐ No, but we will be working on this as part of the grant
Crisis Response	4. Do "on-scene" protocols (ideally in a flowchart format) guide collaborative responses to calls for service involving people experiencing a mental health crisis? <i>(Examples of on-scene protocols include use of verbal stabilization vs. use of force, arrest vs. diversion, transfer of custody, determining final disposition, etc.)</i> ☐ Yes ☐ No ☐ No, but we will be working on this as part of the grant 5. Are there policies and procedures in place to guide mental health personnel on how to respond to people who are experiencing a mental health crisis and are diverted from the criminal justice system and referred to services by officers? <i>(Examples of these policies and procedures include transfer of custody, protocols for emergency evaluations, referral options, follow-up with law enforcement, etc.)</i> ☐ Yes ☐ No ☐ No, but we will be working on this as part of the grant 6. Which personnel currently use screening tools/questions when responding to a potential mental health call for service? ☐ Officers ☐ Mental health personnel only ☐ Both officers and mental health personnel ☐ Neither officers nor mental health personnel 7. Are officers able to confer with and receive guidance from mental health personnel about people who have mental illnesses in order to determine appropriate dispositions?

	Answer: ☐ Yes ☐ No
Jail / Lock-Up	8. Is a mental health screening administered in the correctional facility or lockup? ☐ Yes ☐ No 9. If you answered "yes" to question 8 above, who administers the mental health screening in the correctional facility or lockup? ☐ Correctional officer ☐ Nurse ☐ Clinician ☐ Other (<i>Please specify.</i>) Enter text here.
<i>Please provide your TA provider with copies of all policies, procedures, protocols, screening tools, etc., referenced above.</i>	

C. Plans for Improvement

1. Option A: Choose a PMHC-related protocol that you do not currently have but think would be beneficial to establish in your agency. Outline a plan to develop that protocol to fit your purposes. Consider such questions as: What is the purpose of this protocol? How will it support your PMHC efforts? Who should be involved in the development of the protocol? Whose work will be affected by such a protocol? Which current policies and protocols will need to be reviewed to ensure consistency with this new protocol? Do any state or federal laws need to be reviewed to ensure compliance with legal standards?

Option B: Choose a PMHC-related protocol (or a group of protocols) that your agency already uses and adapt it into a user-friendly flowchart.

Please send a draft of the above plan or flowchart to your TA provider before your next monthly call.

EXERCISE 4: Information-Sharing and Confidentiality

Information sharing is crucial to successful PMHC efforts. As you know, law enforcement and behavioral health activities are highly regulated, and laws exist to govern the exchange of information between law enforcement and behavioral health personnel. It will be important for the project team to address the complexities of information sharing through an agreement, such as an MOU, partnership agreement, information-sharing agreement, or another type of interagency agreement. The project team should consult with the appropriate legal authorities to develop an information-sharing agreement that is fully in compliance with applicable

federal, state, and local laws and protects confidentiality. Collaborating partners must have a clear understanding of what information can and cannot be shared. Agreed-upon protocols for information sharing should be documented within the information-sharing agreement.

A. Information-Sharing Policy and Protocols

1. Are there written policies, MOUs, or other interagency agreements to facilitate and formalize the sharing of information between law enforcement and mental health agencies?

☐ Yes ☐ No

2. Was your information-sharing policy and protocol reviewed by legal counsel?

☐ Yes ☐ No ☐ We do not have information-sharing policies or procedures in place

3A. Does your jurisdiction use Health Information Exchanges (HIEs)?

☐ No ☐ Yes, one HIE

☐ Yes, a number of separate HIEs

3B. If so, which entities have access to it/them? (*Select all that apply.*)

☐ Behavioral health partners ☐ Law enforcement

B. Information Sharing in Practice

1. What information can be shared between behavioral health care providers and law enforcement officers assuming there is no signed authorization or verbal consent from the person who has come into contact with law enforcement? For each scenario below, please use the drop-down menu to indicate the amount of information that behavioral health care providers can share with law enforcement officers or vice versa. The options are:
- No information (i.e., **no information about the person's behavioral health care or criminal justice involvement can be shared**);
 - Minimal information (e.g., **acknowledgement that the person has had contact with the behavioral health care or criminal justice system**); or
 - Maximal information (i.e., **all information that can be shared, as allowed by law, to stabilize a crisis and determine final disposition or to improve access to behavioral health care in a non-crisis-situation**).

	To stabilize a crisis and determine final disposition when:		To improve access to behavioral health care in a non-crisis situation by:	
	The person presents as a threat/danger to self or others	The person does <i>not</i> present as a threat/danger to self or others	Identifying people with complex care needs ¹ for case management purposes	Collaborating on treatment and recovery needs
What do behavioral health care providers share with law enforcement officers?	Choose an item.	Choose an item.	Choose an item.	Choose an item.
What do law enforcement officers share with behavioral health care providers?	Choose an item.	Choose an item.	Choose an item.	Choose an item.

¹ I.e., those who have frequent contact with the criminal justice and/or behavioral health care system.

C. Plans for Improvement

1. What are your jurisdiction's barriers to sharing information between law enforcement and behavioral health entities?

Enter text here.

2. What steps can your jurisdiction take toward improving information-sharing efforts?

Enter text here.

D. Protocol Goals

Work with your team to articulate the overall program protocol goal(s) based on our grant proposal narrative. During our next TA call, we will discuss to ensure that everyone agrees with the identified goal(s) and objectives.

Short Term (Next 12 months) Programmatic Protocol Goal(s):

Enter text here.

Long Term (1-3 years) Programmatic Protocol Goal(s):

Enter text here.

QUESTION 3: DO WE PROVIDE STAFF WITH QUALITY MENTAL HEALTH AND STABILIZATION TRAINING?

Appropriate mental health and stabilization training for both law enforcement and behavioral health personnel is an essential component of any PMHC. Proper and routine training, paired with the other changes outlined in this planning guide, can lead to measurable outcomes. When collaborating partners participate in standardized training with qualified and effective trainers, they are better able to understand mental illnesses and their impact on individuals, families, and communities. Through effective training, responding personnel learn how to identify signs and symptoms of mental illnesses and how to use a range of stabilization techniques. They may also learn about disposition options, community resources, and legal requirements.

EXERCISE 5: Defining the PMHC Training Program

A. Training Breakdown

Please complete the following chart to indicate who is receiving which kinds of training and for how many hours.

Personnel	Type of Mental Health or Stabilization Training (E.g., Crisis Intervention Team [CIT] Training, Mental Health First Aid [MHFA], etc.)	Number of Hours		Percentage of Force Trained
		Entry-Level Training	In-Service Training	
Law Enforcement Officers	Enter text here.	Enter text here.	Enter text here.	Enter text here.
Law Enforcement Supervisors/Management	Enter text here.	Enter text here.	Enter text here.	Enter text here.
Behavioral Health Care Providers	Enter text here.	Enter text here.	Enter text here.	Enter text here.
911 Call-Takers/Dispatch	Enter text here.	Enter text here.	Enter text here.	Enter text here.
Paramedics/EMTs	Enter text here.	Enter text here.	Enter text here.	Enter text here.
Corrections Officers	Enter text here.	Enter text here.	Enter text here.	Enter text here.
Parole Officers	Enter text here.	Enter text here.	Enter text here.	Enter text here.
Probation Officers	Enter text here.	Enter text here.	Enter text here.	Enter text here.
Firefighters	Enter text here.	Enter text here.	Enter text here.	Enter text here.
Other:	Enter text here.	Enter text here.	Enter text here.	Enter text here.
Please provide your TA provider with a copy of the training curricula referenced above.				

B. Training Delivery

1. Does the training include any of the following additional topics? *Please select all that apply.*

☐ Cultural competence

☐ Implicit bias

☐ Substance addiction responses

☐ Gender responsiveness

☐ Trauma-informed policing

Please supply your TA provider with detailed descriptions for selected items.

2. Who delivers the training listed in Exercise 5A above? *Please select all that apply.*

☐ Law enforcement personnel

☐ Mental health personnel

☐ People who have mental illnesses

☐ Advocates

☐ Family members of people who have mental illnesses

☐ Other: Enter text here.

3. What instructional methods are used? *Please select all that apply.*

☐ Simulations and/or virtual training

☐ Presentations by advocates

☐ Ride-alongs

☐ Role play

☐ Site visits to facilities

☐ Other: Enter text here.

4. Do staff evaluate the training they receive?

☐ Yes

☐ No

If yes, please supply your TA provider with the evaluation tool/questionnaire used.

C. Logic Model: Training

Work with your team to articulate the overall program goal(s) and measurable objectives based on your grant proposal narrative. During our next TA call, we will discuss to ensure that everyone agrees with the identified goal(s) and objectives.

Training Goal(s): Enter text here.			
Training Objectives: Enter text here.			
Resources / Inputs <i>To accomplish these goal(s) and objectives, we will need the following resources:</i>	Activities <i>To accomplish these goal(s) and objectives, we will complete the following activities:</i>	Outputs <i>Once these activities have been accomplished, they will produce the</i> <i>month grant period:</i>	Outcomes <i>We expect that these outputs will lead to the following outcomes in 1–3 years:</i>
Enter text here.	Enter text here.	Enter text here.	Enter text here.

QUESTION 4: DOES THE COMMUNITY HAVE A FULL ARRAY OF MENTAL HEALTH SERVICES AND SUPPORTS FOR PEOPLE WHO HAVE MENTAL HEALTH NEEDS?

EXERCISE 6: Assessing Behavioral Health Care Resources

For PMHC efforts to be successful, it is important to assess what behavioral health care resources are in your community. It is critical to identify where there are gaps in the treatment and services often needed by people with behavioral health needs and come into contact with law enforcement. Although diversion and crisis service are the focus of PMHCs, longer-term services and preventive care are needed as well. There is tremendous value in having an inventory of treatment and service resources, with particular attention to when and how law enforcement and their co-responders can access care for people who have behavioral health needs. The inventory should be used to examine where there are barriers to access, bottlenecks, inefficiencies in processes, conflicting policies, and other challenges.

This section is designed to assist you take inventory of the behavioral health resources available in your community, where gaps in services may exist, and understand how these resources can enhance the goals of your PMHC.

A. Continuum of Care

Please assess the available behavioral health resources in your jurisdiction.

Crisis Prevention	Hotline/Warmline Staffed by clinicians, <i>hotlines</i> can provide support to people in times of crisis. <i>Warmlines</i> are staffed by peers (i.e., people who have mental illnesses) and offer support in times of distress in order to prevent mental health crises. Available in your jurisdiction? ☐ Hotline only ☐ Warmline only ☐ Both ☐ Neither Hours of Operation: Enter text here.
	Mobile Outreach <i>Mobile outreach</i> services are similar to the non-crisis version of a mobile crisis team. Mobile crisis staff attempt to contact people who are at risk of having a mental health crisis (e.g., those who have dropped out of treatment). Available in your jurisdiction? ☐ Yes ☐ No Hours of Operation: Enter text here.

Emergency Room

An *emergency room* can serve as a viable alternative to arrest for people who have mental health crises and come into contact with law enforcement. The emergency room often becomes an entry point into the behavioral health care system for people who had previously not received care.

On average, how far is the nearest emergency room for people in your jurisdiction?
Enter text here. miles

Is there a psychiatric emergency room available in your jurisdiction? ☐ Yes ☐ No

Engagement/Crisis/Diversion Facility

Engagement/crisis/diversion facilities have an array of crisis programming and are easily accessible to law enforcement. Many of these facilities operate 24-7, 365 days a year.

Available in your jurisdiction? ☐ Yes ☐ No

Hours of Operation: Enter text here.

Single Point of Access (“Law Enforcement Door”)

A *single point of access* for law enforcement is a place in the community—other than the emergency room—where officers can take a person who is suspected to have behavioral health needs and have that person evaluated by a clinician. These points of access may be used in both crisis and non-crisis situations.

Available in your jurisdiction? ☐ Yes ☐ No

Hours of Operation: Enter text here.

General Crisis Services

Which crisis services are available as either a part of the engagement/crisis/diversion facility (above) or independently? *Please select all that apply.*

☐ Domestic violence and abuse shelter

☐ Short-term crisis residential/respite center

☐ Substance use detoxification center

☐ Specialty suicide counseling hotline

☐ Mobile crisis unit (not led by law enforcement)

☐ “Sobering unit”

Outpatient Services

General Outpatient (Non-Crisis) Services

Which long- and short-term behavioral health services are available in your jurisdiction? *(Please select all that apply.)*

- | | | |
|--|---|--|
| ☐ Assisted Outpatient Treatment (AOT) | ☐ Assertive Community Treatment (ACT) | ☐ Employment/vocational services |
| ☐ Day treatment | ☐ Counseling services/ medication management | ☐ Housing for people who have behavioral health needs |
| ☐ Walk-in clinic | ☐ Intensive outpatient program | ☐ Partial Hospitalization Program/Unit (PHP/U) |
| ☐ Rehabilitation | ☐ Residential substance addiction services | |
| ☐ Opioid treatment program | | |

B. Identify Gaps. Using Exercise 6A above as a guide, what are some gaps in behavioral health services or other barriers to treatment in your jurisdiction that would limit access to care for people who come into contact with law enforcement?

Enter text here.

COLLECT AND ANALYZE DATA TO MEASURE THE PMHC AGAINST THE FOUR KEY

o establish a baseline of available behavioral health and law enforcement data that will help show where current efforts are
t of desired outcomes, as well as where improvements to data systems are required. This section also outlines measures for
collaborative decision making going forward. Following are four key outcomes that can provide a picture of whether or not a

o resources
nters with law enforcement

i encounters with people who have mental health needs

n

What type of data is being collected? (e.g., number of mental health calls for service, etc.)	Who is collecting data? (Title of position/agency)	What is the data source? (E.g., incident report or other form, database, survey, etc.)
	Enter text here.	Enter text here.
	Enter text here.	Enter text here.
	Enter text here.	Enter text here.
	Enter text here.	Enter text here.
	Enter text here.	Enter text here.
	Enter text here.	Enter text here.
	Enter text here.	Enter text here.
	Enter text here.	Enter text here.
Population for your program. This will be the population on which you focus your data collection and program (e.g., age, gender, community of focus, etc.)		

2. How is program data being stored (e.g., in paper files, shared drive, network databases, etc.)?

Enter text here.

3. Please list the name of data system(s) being used for your program and which agencies have access to it.

Name of Data System	Agencies with Access
Enter text here.	Enter text here.
Enter text here.	Enter text here.
Enter text here.	Enter text here.

B. Identifying Patterns in Mental Health Calls for Service

1. Is your agency able to analyze data on mental health calls for service in the community?

☐ **Yes** (Please complete the table below.)

☐ **No** (What barriers exist for performing this analysis?) Enter text here. (Please skip to Part C.)

2. What general patterns (e.g., **time of day**, **day of week**, **address/location**, etc.) and individual characteristics (e.g., **age**, **race/ethnicity**, **sex/gender**) in mental health-related calls for service have you been able to track or identify, if any?

General Patterns			Individual Characteristics		
Time of Day	Day of Week	Address/Location	Age	Race/Ethnicity	Gender
Enter text here.	Enter text here.	Enter text here.	Enter text here.	Enter text here.	Enter text here.

Have you been able to identify people who have multiple contacts with law enforcement alongside other emergency services?
Answer: ☐ Yes ☐ No

C. Final Dispositions

1. Is your agency able to track final dispositions for mental health calls for service?

☐ Yes ☐ No

2. What are the final disposition options available for mental health calls for service? <i>(Please list.)</i>	
1. Enter text here.	6. Enter text here.
2. Enter text here.	7. Enter text here.
3. Enter text here.	8. Enter text here.
4. Enter text here.	9. Enter text here.
5. Enter text here.	10. Enter text here.

D. Data Collection Goals

Work with your team to articulate the overall program protocol goal(s) based on our grant proposal narrative. During our next TA call, we will discuss to ensure that everyone agrees with the identified goal(s) and objectives

Short Term (Next 12 months) Data Collection Goal(s):

Enter text here.

Long Term (1–3 years) Data Collection Goal(s):

Enter text here.

QUESTION 6: DO WE HAVE A FORMAL AND ONGOING PROCESS FOR REVIEWING AND IMPROVING PERFORMANCE?

In order for jurisdictions to be successful in their PMHCs, they must implement a routine process for evaluate the impact of their collaboration using strong data collection, analysis, and reporting protocols. Having performance measures available helps system leaders gain buy-in, determine the best policy changes, and promote accountability within their jurisdictions.

EXERCISE 8: Program Evaluation

A. Preparing for Program Evaluation

1. What type of program evaluation will you be conducting?

☐ Process ☐ Outcome ☐ Both

2. What will you be measuring? *(If there is a program evaluation plan, please attach it.)*

Enter text here.

3. Will program analysis and evaluation be conducted in-house or have you contracted with an outside evaluator?

☐ In-house ☐ Outside evaluator *(please specify):*

4. Will you be looking to refine programs, policies, and/or procedures based on data analysis and program evaluations?

☐ Programs ☐ Policies ☐ Procedures

B. Plans for Improvement

1. How would you like to improve your data collection, analysis, reporting, and program evaluation?

Enter text here.

2. What are the necessary steps to making the changes you listed above?

Enter text here.

3. How will the information discovered through a mapping exercise, such as a SIM exercise, be used to improve the process/impact of a program? (If not applicable, please skip to question 4.)

Enter text here.

4. How will the information discovered in the planning guide be used to improve process/impact of the program?

Enter text here.

EXERCISE 9: After the Life of the JMHCP Grant

This section focuses on strategies for achieving long-term sustainability for your program, so that it can continue operating after your JMHCP funding has ended. Agency leaders should work to maintain internal support for the program and use program evaluation data to sell the program's effectiveness. Long-term sustainability of your JMHCP-funded program can also have effects beyond your jurisdiction because, while JMHCP grants are intended to create programs that improve responses in specific jurisdictions, these programs can also pave the way for more systemic change by modeling success or innovation for other jurisdictions.

A. Funding Sources for Sustainability

1. What PMHC response models and other items are you looking to develop or sustain?

Enter text here.

2. Please list funding sources available to sustain the program after the grant has ended. *(E.g., foundation, federal/state, local, private donation, Medicaid reimbursement, etc.)*

Enter text here.

3. Who is responsible for securing funds for program sustainability after grant completion? *(Please use position titles, not names.)*

Enter text here.

4. Identify which components of the program *(such as program-specific staffing, policy, or practices)* could continue after the grant period ends.

Enter text here.

B. Stakeholder Engagement

1. Will the interagency workgroup continue to function after the life of this grant?

☐ Yes

☐ No

2. List your key partners in sustaining your program after the life of the grant.

Enter text here.

3. Identify others whose buy-in you wish to cultivate for the successful implementation of your sustainability plan (***e.g., community leaders, agency administrators, service providers, or elected officials***).

Enter text here.

4. What measures are being taken to sustain interest from key stakeholders?

- ☐ Program e-mails or newsletter
- ☐ Individual meetings with key stakeholders
- ☐ Advisory group meetings
- ☐ Program fact sheets or brochures
- ☐ Special events and meetings
- ☐ Media
- ☐ Promotions targeting professional groups and key constituents
- ☐ Hosting program tours

☐ Other (*Please specify.*) Enter text here.

C. Using Data to Drive Sustainability

1. Is data available to share on a consistent basis with key stakeholders?

Enter text here.

2. How often will performance measures be reported to or discussed with key stakeholders?

Enter text here.

3. How will you communicate performance measures to key stakeholders?

Enter text here.

D. Other Sustainability Strategies

1. Identify any internal, local, state, or federal policy challenges that need to be addressed to achieve your sustainability goals.

Enter text here.

E. Logic Model: Sustainability

Work with your team to articulate the overall program goal(s) and measurable objectives based on your grant proposal narrative. During our next TA call, we will discuss to ensure that everyone agrees with the identified goal(s) and objectives.

Program Goal(s):			
Program Objectives:			
Resources/Inputs <i>To accomplish these goal(s) and objectives, we will need the following resources:</i>	Activities <i>To accomplish these goal(s) and objectives, we will complete the following activities:</i>	Outputs <i>Once activities have been accomplished, they will produce the following results by the end of the 12-month grant period:</i>	Outcomes <i>We expect that these outputs will lead to the following outcomes in 1–3 years:</i>

APPENDIX A: A BRIEF OVERVIEW OF POLICE-MENTAL HEALTH COLLABORATIONS

Law enforcement officers throughout the country regularly respond to calls for service that involve people who have mental illnesses—often with minimal support, resources, or specialized training. Among the most complex and time-consuming calls, these encounters can have significant consequences for the officers, people who have mental illnesses and their loved ones, the community, and the criminal justice system. At these scenes, officers must stabilize a potentially volatile situation, determine whether the person poses a danger to him- or herself or others, and determine an appropriate disposition that may require a wide range of community support. Because community mental health resources are overtaxed, officers may resolve incidents informally, often only to provide a short-term solution to a person's long-term needs. Consequently, many law enforcement personnel respond to the same group of people at the same locations repeatedly, straining already limited resources and fostering a collective sense of frustration at the inability to prevent future encounters.

In response, communities across the country are exploring strategies to improve the outcomes of these encounters and to provide a compassionate response that prioritizes treatment over incarceration when appropriate. PMHC response models are law enforcement-based programs that enable officers to respond appropriately and safely to people who have mental illnesses. PMHCs provide a new set of response options for front-line personnel that are tailored to the needs of people who have mental illnesses; establish a link for people who have mental illnesses to services in the community; and include strong collaborative ties to mental health partners, other criminal justice agencies, and community members. PMHCs can create positive changes for law enforcement agencies, law enforcement officers, communities, and consumers alike.

Based on research and the experiences of agencies, the most common benefits of a PMHC are:

- Decreased repeat encounters with the criminal justice system;
- Reduced operational and personnel costs for both law enforcement and mental health;
- Increased access to mental/behavioral health services;
- Reduced injuries to officers and others; and
- Improved community relations.

Responding to Mental Health Calls for Service

At the street level, PMHC response models provide officers with the knowledge and skills they need to stabilize encounters, promote the safety of all involved, and, when appropriate, divert the person from further involvement with the criminal justice system and provide a timely connection to accessible and effective community-based mental health services. Five types of PMHC response models are briefly described below. It is important to note that there is no one “right” type of PMHC response model. Agencies need to assess their community's needs and resources to determine which type of PMHC response model is most appropriate.

- **Crisis Intervention Team (CIT):** CIT is the most commonly used approach by law enforcement agencies. The CIT model originated in the Memphis, Tennessee, Police Agency and is therefore often called the “Memphis Model.” CIT is based on the idea that experienced officers who volunteer to participate in the program are best at responding to mental health calls. Agencies select a group of qualified patrol officers (representing approximately 25 percent of the patrol force) who volunteer to take on this responsibility in addition to their normal patrol duties. After completing a 40-hour training course, CIT officers are dispatched to mental health calls or to assist officers who are not qualified in the CIT model. These CIT officers rely upon their expertise to work with mental health providers to determine appropriate dispositions.
- **Co-Responder Team:** In the co-responder team model, a specially trained officer and a mental health crisis worker respond together to mental health calls for service. By drawing upon the combined expertise of the officer and mental health professional, the team is able to link people who have mental illnesses to appropriate services or provide other effective and efficient responses. The most common approach is for the officer and crisis worker to ride

together in the same vehicle for an entire shift, but in some agencies the crisis worker meets the officer at the scene and they handle the call together. Co-responder teams may respond throughout the entire jurisdiction, or they may work in areas with the greatest number of mental health calls.

- **Mobile Crisis Team:** The mobile crisis team is a group of mental health professionals who are available to respond to calls for service at the request of law enforcement officers. The mobile crisis team's goal is to divert people from unnecessary jail bookings and/or emergency rooms. These crisis workers are skilled at helping to stabilize encounters and assume responsibility for securing mental health services for people—including those in crisis who may need further evaluation and treatment. Mobile crisis teams are not necessarily dedicated to assisting only law enforcement officers, but respond to requests directly from community members or their families and friends as well.
- **Case Management Team:** In the case management team approach, officers—often in collaboration with mental health professionals—carry a caseload of consumers. Officers do not treat or diagnose, but rather engage people who have repeated interactions with law enforcement or have a history of violence. Officers work with those people to develop specific solutions to reduce repeat interactions. This approach strives to keep people connected to mental health services and community resources to abide by treatment plans and meet other responsibilities, such as work, school, and training. Some agencies have designated full-time officers or detectives to perform this function, while in other agencies patrol officers can assume this responsibility in addition to other duties.
- **Tailored Approach:** A tailored approach is one in which an agency intentionally selects various options from multiple PMHC response models to build a comprehensive program. This approach allows the agency to adhere to a consistent policing philosophy while being responsive to community needs. Factors that agencies consider when choosing this approach may include the size of the jurisdiction and the number of officers staffing a given shift. When using a tailored approach, a law enforcement agency begins with the expectation that every patrol officer must be able to respond effectively to mental health calls. Agencies enhance their patrol force with officers or detectives whose primary responsibilities are to liaise with stakeholders to coordinate criminal justice and mental health resources.

APPENDIX B: SUPPORTING RESOURCES

I. POLICE-MENTAL HEALTH COLLABORATION (PMHC) TOOLKIT

BJA launched an online toolkit that is intended to provide support to law enforcement agencies around the country in planning and implementing programs to more appropriately respond to calls for service involving people who have mental illnesses. The PMHC Toolkit was developed in partnership with the [CSG Justice Center](#) and gathers promising practices and resources to help law enforcement agencies partner with mental health providers when responding to calls for service involving people who have mental illnesses.



II. POLICE-MENTAL HEALTH COLLABORATION CHECKLISTS

The checklists below can help law enforcement, behavioral health, and local leaders determine whether their PMHCs align with promising practices for improving outcomes for law enforcement encounters with people who have mental illnesses or who are in mental health crisis. The checklists are designed with the understanding that each law enforcement agency is unique and its PMHC should be responsive to community needs and consistent with related resources in that jurisdiction. The checklists will help to determine whether a program is comprehensive and effective based on its alignment with the essential elements of a PMHC. Each checklist also addresses the particular management and oversight responsibilities of a given administrator.

- [Checklist for Law Enforcement Leaders](#)
- [Checklist for Law Enforcement Program Managers](#)
- [Checklist for Behavioral Health Agency Leaders](#)
- [Checklist for County and City Leaders](#)

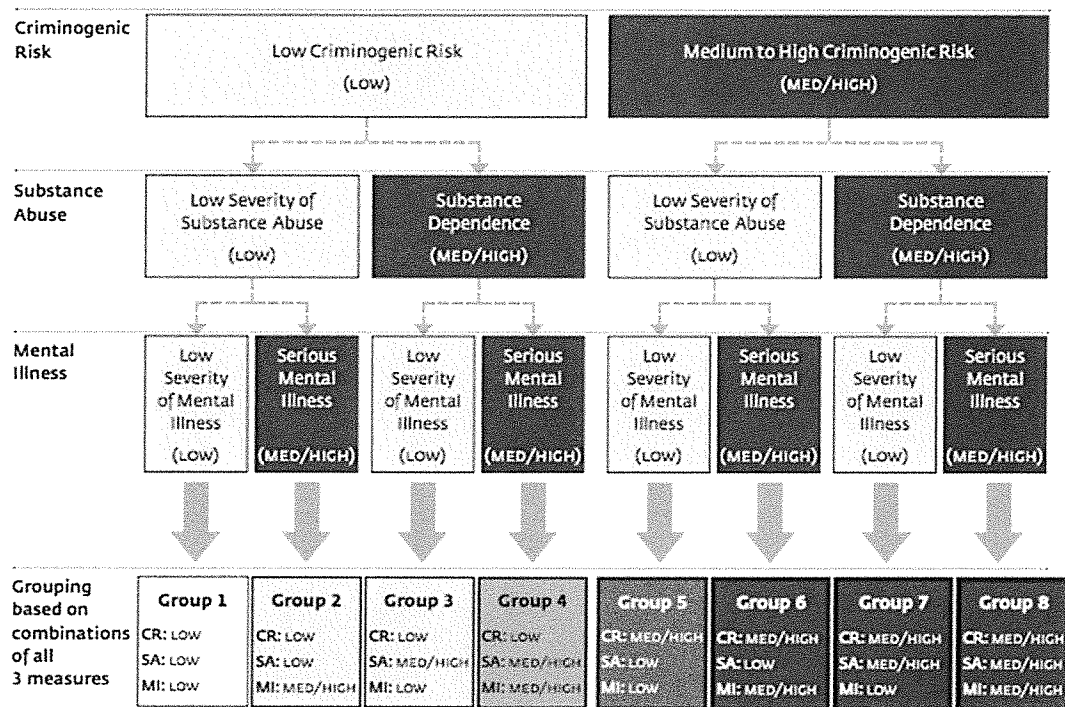
III. LAW ENFORCEMENT/MENTAL HEALTH LEARNING SITES

In an effort to expand the knowledge base for law enforcement agencies interested in starting or enhancing a PMHC, with assistance from a team of national experts and BJA, the CSG Justice Center in 2010 selected six police departments to act as national law enforcement/mental health learning sites. Located across the country, these learning sites represent a diverse cross-section of perspectives and program examples, and are dedicated to helping other jurisdictions improve their responses to people who have mental illnesses. The 10 learning sites host site visits from interested colleagues and other local and state government officials, answer questions from the field, and work with CSG Justice Center staff to develop materials for practitioners and their community partners. [Learn more](#) about the 10 Law Enforcement/Mental Health Learning Sites:

- [Arlington \(MA\) Police Department](#)
- [Gallia, Jackson, Meigs Counties \(OH\) Sheriff's Offices](#)
- [Houston \(TX\) Police Department](#)
- [Los Angeles \(CA\) Police Department](#)
- [Madison County \(TN\) Sheriff's Office](#)
- [Madison \(WI\) Police Department](#)
- [Portland \(ME\) Police Department](#)
- [Salt Lake City \(UT\) Police Department](#)
- [Tucson \(AZ\) Police Department](#)
- [University of Florida Police Department](#)

IV. CRIMINOGENIC RISK AND BEHAVIORAL HEALTH NEEDS FRAMEWORK

With mounting research that demonstrates the value of science-based tools to predict a person's likelihood of reoffending, criminal justice practitioners are increasingly using these tools to focus limited resources on the people who are most likely to reoffend. At the same time, mental health and substance use practitioners are trying to prioritize their scarce treatment resources for people who have the most serious behavioral health needs. A person who screens positive for mental illness and/or substance use should be connected to appropriate treatment at the soonest opportunity; however, when that person is also assessed as being at a moderate to high risk of reoffending, connection to treatment is an even higher priority, along with interventions such as supervision and cognitive behavioral therapy to reduce the risk of recidivism. The framework depicted below outlines a structure for state and local agencies to consider how information about risk of reoffending and substance use and mental health treatment needs can be considered in combination to prioritize interventions to have the greatest impact on recidivism. For more information, read [*Adults with Behavioral Health Needs under Correctional Supervision: A Shared Framework for Reducing Recidivism and Promoting Recovery*](#).



V. BEHAVIORAL HEALTH DIVERSION INTERVENTIONS: MOVING FROM INDIVIDUAL PROGRAM TO A SYSTEM-WIDE STRATEGY

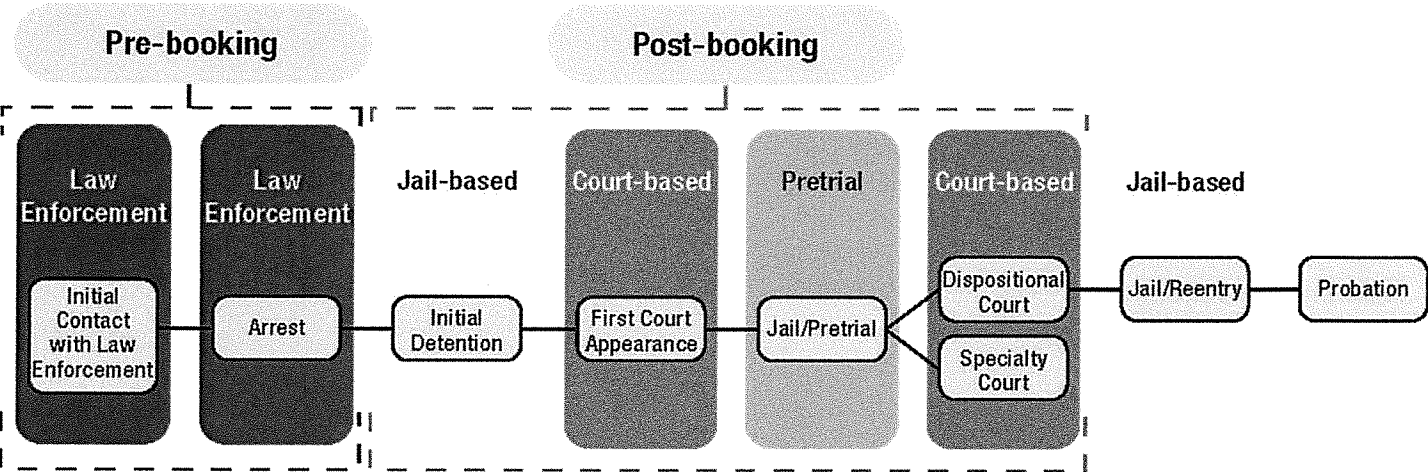
The following is an excerpt from a document that is currently being developed by the CSG Justice Center and is still in draft form. This material is being made available to the FY18 JMHCP Grantees prior to formal publication as a resource to enhance their PMHC efforts.

This publication is intended to provide these local leaders with a systems-level conceptual framework for developing a continuum of behavioral health diversion interventions that span the community's criminal justice system— starting from first contact with law enforcement through incarceration.

Figure 1 shows the full range of potential behavioral health diversion interventions within a community's criminal justice system, organized around the specific agencies that would best lead the implementation of a diversion intervention. These opportunities range from interventions that operate prior to arrest and booking by law enforcement to those that provide alternatives to incarceration at adjudication or sentencing. Categorized by which opportunities fall under the pre-booking and post-booking diversion classifications, the larger boxes indicate which agencies can lead implementation of the behavioral health diversion interventions, while the smaller boxes within describe key points in the criminal justice process where a behavioral health diversion intervention could be implemented.

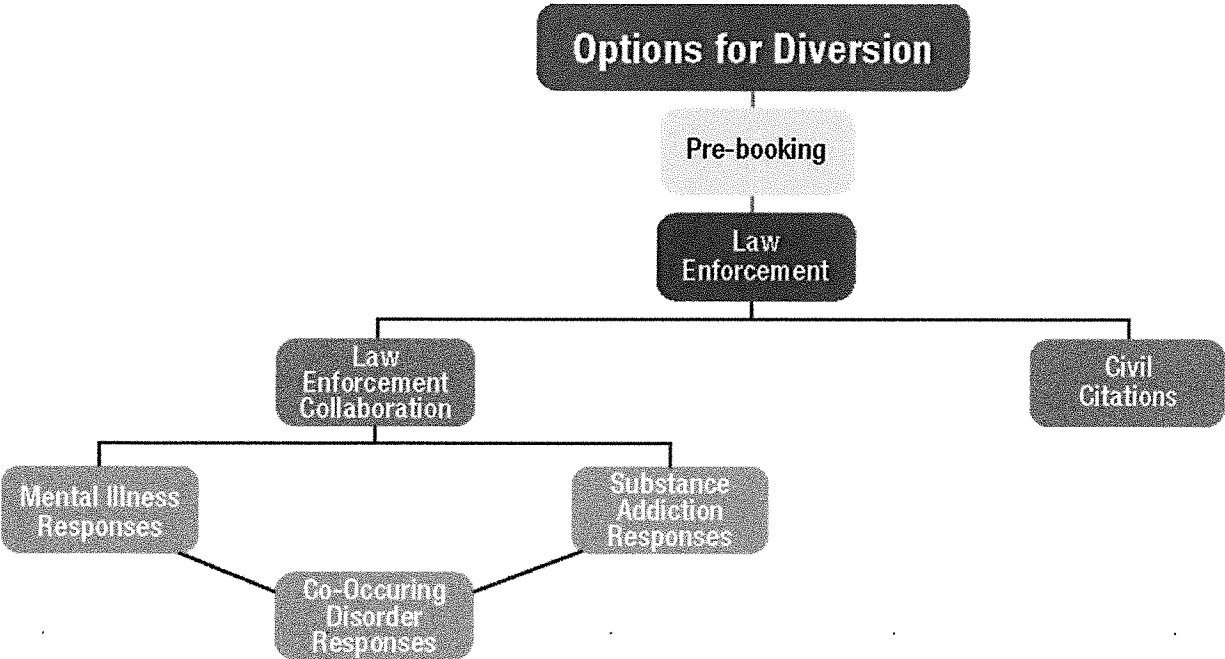
Developed with the Sequential Intercept Model in mind, this framework can help local leaders determine which agencies will best lead their agreed upon behavioral health diversion interventions and how those agencies can collaborate to develop the systems-wide strategy.

Figure 1



Typically, diversion approaches are divided into two main types: pre-booking and post-booking. This reflects the main time in which diversion opportunities can occur: either before or after an individual is booked into a facility. Figure 2 illustrates the types of opportunities for pre-booking diversion interventions law enforcement agencies can implement. These interventions are often focused on law enforcement collaborations with community providers in the behavioral health system that have more knowledge and resources to treat people who have behavioral health needs.

Figure 2



Developing a Systems-Wide Strategy

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at Town Hall, West Orange, New Jersey on June 25, 2019 at 7:00 p.m.

PRESENT:

ABSENT:

_____ introduced and moved the adoption of the following resolution, and _____ seconded the motion:

163-19

**RESOLUTION PROVIDING FOR THE COMBINATION OF
CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS
OF THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY INTO A SINGLE
ISSUE OF BONDS AGGREGATING \$7,621,000 IN
PRINCIPAL AMOUNT**

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (with not less than a majority of the full membership thereof affirmatively concurring) AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the Township of West Orange, in the County of Essex, New Jersey (the “Township”) authorized pursuant to the bond ordinances of the Township heretofore adopted and described in Section 2

hereof shall be combined into a single and combined issue of General Improvement Bonds in the principal amount of \$7,621,000.

Section 2. The principal amount of Bonds authorized by each bond ordinance to be combined into a single issue as above provided and the bond ordinances authorizing the Bonds described by reference to the number, the improvement description and the date of adoption, and the period or average period of usefulness determined in each of the bond ordinances are respectively as follows:

AMOUNT TO BE ISSUED	BOND ORDINANCE NUMBER	DESCRIPTION OF IMPROVEMENT AND DATE OF ADOPTION OF BOND ORDINANCE	PERIOD OF USEFULNESS
\$5,998,000	2450-15	Various capital improvements, finally adopted May 26, 2015	10.45 years
\$123,000	2463-15	Renovations to public library, finally adopted September 29, 2015	15 years
\$1,500,000	2475-16, as amended by 2492-16	Various capital improvements, finally adopted February 9, 2016, as amended October 6, 2016	12.55 years

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

a. The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average period of usefulness therein determined, is not less than 10.93 years.

b. The Bonds of the combined issue shall be designated "General Improvement Bonds" and shall mature within the average period of usefulness herein determined.

c. The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law applicable to the sale and the issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

a. None of the Bonds described in Section 2 hereof has been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2.

b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

Section 5. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYS:

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on June 25, 2019 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal
of the Township this ____ day of _____, 2019.

Karen J. Carnevale, R.M.C.

[SEAL]

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at Town Hall , West Orange, New Jersey on June 25, 2019 at 7:00 p.m.

PRESENT:

ABSENT:

* * * * *

_____ introduced and moved the adoption of the following resolution
and _____ seconded the motion:

164-19

**RESOLUTION DETERMINING THE FORM AND OTHER
DETAILS OF \$7,621,000 GENERAL IMPROVEMENT
BONDS OF THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY AND PROVIDING
FOR THEIR SALE**

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (with not less than a majority of the full membership thereof affirmatively concurring) AS FOLLOWS:

Section 1. The \$7,621,000 General Improvement Bonds of the Township of West Orange, in the County of Essex, New Jersey (the “Township”) referred to and described in the resolution adopted by the Township Council pursuant to the Local Bond Law of the State of New Jersey on June 25, 2019 and entitled, “Resolution Providing for the Combination of Certain

Issues of General Improvement Bonds of the Township of West Orange, in the County of Essex, New Jersey into a Single Issue of Bonds Aggregating \$7,621,000 in Principal Amount” shall be issued as “General Improvement Bonds” (the “Bonds”). The Bonds shall mature in the principal amounts on August 1 in each of the years follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2020	\$640,000	2026	\$700,000
2021	\$640,000	2027	\$715,000
2022	\$650,000	2028	\$735,000
2023	\$660,000	2029	\$750,000
2024	\$675,000	2030	\$766,000
2025	\$690,000		

The Bonds are not subject to redemption prior to their stated maturities. The Bonds shall be eleven in number, with one certificate being issued for each year of maturity and shall be numbered R-1 to R-11, inclusive.

Section 2. The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Depository Trust Company will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any integral multiple of \$5,000 except that those

Bonds in excess of the largest principal amount not equaling a multiple of \$5,000 shall be in denominations of \$1,000 or any multiple thereof through book-entries made on the books and records of The Depository Trust Company and its participants.

The Bonds will bear interest payable semiannually on the first day of February and August in each year until maturity, commencing on February 1, 2020, at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1% and proposed by the successful bidder in accordance with the Notice of Sale authorized herein.

The principal of and the interest on the Bonds will be paid to the securities depository by the Township or a duly authorized paying agent on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of each next preceding January 15 and July 15 (the "Record Dates" for the Bonds). The Bonds shall be executed by the manual or facsimile signature of the Mayor of the Township under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk of the Township. The following matters are hereby determined with respect to the Bonds:

Date of Bonds:	Date of Delivery
Interest Payment Dates:	Each February 1 and August 1 until maturity, commencing on February 1, 2020

Section 3. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Township to deliver and to market the Bonds in accordance with the requirements of The Depository Trust Company and the final terms of sale:

**SAMPLE BOND FORM FOR INFORMATION
ONLY – DO NOT COMPLETE OR SIGN**

REGISTERED
NUMBER R-_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX

GENERAL IMPROVEMENT BOND

DATED DATE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
___/___/2019	08/01/20__	_____%	___

The TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (the "Township") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of _____ DOLLARS (\$_____), and to pay interest on such sum from the Dated Date of this bond at the Rate of Interest Per Annum specified above semiannually on the first day of February and August in each year until maturity, commencing on February 1, 2020. Interest on this bond will be paid to the Securities Depository by the Township or a duly appointed paying agent and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the January 15 and July 15 next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the Township, will be paid to the Securities Depository by the Township and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a resolution of the Township Council adopted June 25, 2019 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of West Orange, in the County of Essex, New Jersey into a Single Issue

of Bonds Aggregating \$7,621,000 in Principal Amount,” and the various bond ordinances referred to therein, each in all respects duly approved and published as required by law.

The full faith and credit of the Township are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such constitution or statutes.

IN WITNESS WHEREOF, THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY has caused this bond to be executed in its name by the manual or facsimile signature of its Mayor and Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Clerk, and this bond to be dated the Dated Date as specified above.

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY

[SEAL]

ATTEST:

By: _____ (Facsimile)
Mayor

By: _____
Clerk

By: _____ (Facsimile)
Chief Financial Officer

[END OF SAMPLE BOND FORM]

Section 4. The Bonds shall be sold on August 14, 2019 via the “PARITY Electronic Bid System” (PARITY) upon the terms and the conditions set forth in and described in the Full Notice of Sale authorized below and set forth in Exhibit A attached hereto (the “Full Notice of Sale”). The Full Notice of Sale shall be posted in full at www.munihub.com and in *The Bond Buyer Online*. The Township Clerk is hereby directed to arrange for the publication of the Short Notice of Sale authorized below and set forth in Exhibit B attached hereto (the “Short Notice of Sale”) and the Summary Notice of Sale authorized below and set forth in Exhibit C (the

“Summary Notice of Sale”). The Notices of Sale shall be posted and published as required by law not less than seven days prior to the date of sale. The full Notice of Sale shall be substantially in the form attached hereto as Exhibit A, the Short Notice of Sale shall be substantially in the form attached hereto as Exhibit B and the Summary Notice of Sale shall be substantially in the form attached hereto as Exhibit C, each with such additions, deletions and omissions as may be necessary for the Township to market the Bonds in accordance with the requirements of The Depository Trust Company and PARITY and as may be suggested by Bond Counsel. The Short Notice of Sale shall be published in the Township’s local newspaper, and the Summary Notice of Sale shall be published in the Bond Buyer, a financial newspaper published and circulating in the City of New York, New York, and in The Bond Buyer Online.

Section 5. The Township hereby designates the Chief Financial Officer as the officer to sell and to award the Bonds and to act on behalf of the Township in accordance with the Notices of Sale authorized herein, and the Chief Financial Officer shall report in writing the results of the sale to this Township Council as required by law.

Section 6. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon, Scotland & Baumann, LLC (“Bond Counsel”) complete except for omission of its date.

Section 7. Bond Counsel is authorized to arrange for the printing of the Bonds, and NW Financial Group, LLC (the “Municipal Advisor”) or Bond Counsel are authorized to arrange for the printing of the Official Statement to be prepared in connection with the sale of the Bonds and to arrange for the distribution of the preliminary Official Statements on behalf of the Township to those financial institutions that customarily submit bids for such Bonds. The Municipal Advisor, PKF O’Connor Davies, LLP (the “Auditor”) and Bond Counsel are

authorized to prepare the Official Statement necessary in connection with the issuance of the Bonds, and the Mayor and/or the Chief Financial Officer of the Township is authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Township by the Chief Financial Officer or by the Mayor of the Township. Final Official Statements shall be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the purchaser's confirmations that request payment for the Bonds. The Municipal Advisor is further authorized to arrange on behalf of the Township for a rating on the Bonds from S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, and/or Moody's Investors Service.

Section 8. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 9. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds that were previously issued in book-entry form shall be converted to registered bonds (the "Registered Bonds") in denominations of \$5,000 or any integral multiple of \$5,000 except that those Bonds in excess of the largest principal amount not equaling a multiple of \$5,000 shall be in denominations of \$1,000 or any multiple thereof. The beneficial owner under the book-entry system, upon registration of the

Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 10. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the Township shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(a) On or prior to September 30 of each fiscal year, beginning September 30, 2020 for the fiscal year ending December 31, 2019, electronically to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or such other repository designated by the Securities and Exchange Commission to be an authorized repository for filing secondary market disclosure information, if any, annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the Township and certain financial information and operating data consisting of (1) Township indebtedness and overlapping indebtedness including a schedule of outstanding debt issued by the Township; (2) property valuation information; and (3) tax rate, levy and collection data. The audited financial statements will be prepared in accordance with modified cash accounting as mandated by the State of New Jersey statutory principles in effect from time to time or with generally accepted

accounting principles as modified by governmental accounting standards as may be required by New Jersey law;

(b) if any of the following material events occur regarding the Bonds, a timely notice not in excess of ten business days after the occurrence of the event sent to EMMA:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Township;
- (13) The consummation of a merger, consolidation, or acquisition involving the Township or the sale of all or substantially all of the assets of the Township, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the Township, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation, any of which affect holders of the Bonds, if material;
- (16) Default, event of acceleration, termination event, modification of terms or other similar events under a Financial Obligation of the Township, if any such event reflects financial difficulties.

For the purposes of the event identified in subparagraph (12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent

or similar officer for the Township in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Township, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Township.

Notice of failure of the Township to provide required annual financial information on or before the date specified in this resolution shall be sent in a timely manner to EMMA.

If all or any part of the Rule ceases to be in effect or is not in effect for any reason, then the information required to be provided under this resolution, insofar as the provisions of the Rule not or no longer in effect required the provision of such information, shall not or no longer be required to be provided.

The Chief Financial Officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

In the event that the Township fails to comply with the Rule requirements or the written contracts or undertakings specified in this resolution, the Township shall not be liable for

monetary damages, remedy being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 11. The Chief Financial Officer is authorized to invest the proceeds of the Bonds in investment obligations or deposits as permitted in accordance with New Jersey law.

Section 12. The Chief Financial Officer is authorized to pay the costs of issuance at or after the time of closing to the various participants regarding the sale and issuance of the Bonds, including costs for the publications, preparation and printing of the Official Statement, credit rating, nunicipal advisory services, legal services and other miscellaneous costs of issuing the Bonds.

Section 13. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the “Code”), in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds. The Township hereby designates the Bonds as “bank-qualified” for purposes of Section 265 of the Code.

Section 14. The Chief Financial Officer and other appropriate representatives of the Township are authorized to take all other actions on behalf of the Township necessary for the sale and the delivery of the Bonds in accordance with this resolution.

Section 15. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYS:

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Township duly called and held on June 25, 2019 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal
of the Township this ____ day of _____, 2019.

Karen J. Carnevale, R.M.C.

[SEAL]

EXHIBIT A

FULL NOTICE OF SALE

**(For Publication on MuniHub's website and on
The Bond Buyer Online's website:
www.bondbuyer.com)**

**TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY
NOTICE OF SALE
\$7,621,000 GENERAL IMPROVEMENT BONDS
(BOOK-ENTRY-ONLY)
(NON-CALLABLE)
(BANK QUALIFIED)**

SUMMARY

ISSUER:	Township of West Orange, in the County of Essex, New Jersey
PAR AMOUNT:	\$7,621,000
SECURITY:	General obligations of the Township
TAX EXEMPT:	Yes
RATINGS AND INSURANCE:	Rating to be Determined; Insurance at option of Winning Bidder
TYPE OF SALE:	Electronic proposals via the Parity Electronic Bid System ("PARITY") of i-Deal LLC ("i-Deal") (See Bidding Details Item herein)
BOND SALE AGENT:	PARITY
BID/AWARD DATE:	August 14, 2019 electronic proposals until 11:00 a.m., local time, at which time they will be publicly opened, received and announced. Award by 3:00 p.m.
DATED DATE:	Date of Delivery
DELIVERY DATE:	On or about August 29, 2019
INTEREST PAYMENT DATES:	February 1 and August 1, commencing February 1, 2020
FORM:	Book-entry-only
FIRST CALL DATE:	Non-callable
MINIMUM BID:	\$7,621,000 (Par)
BID SECURITY:	<u>Good Faith Check or wire transfer in the amount of \$152,420 received by the Township prior to bidding</u>
BASIS OF AWARD:	<u>Net Interest Cost</u> - Ascending Coupons Required in multiples of 1/8 or 1/20 of 1%
OFFERING STATEMENT:	Preliminary Official Statement and Notice of Sale available at www.munihub.com and Notice of Sale available at The Bond Buyer Online at www.bondbuyer.com

NOTICE

NOTICE IS HEREBY GIVEN that electronic proposals will be received by the Township of West Orange, in the County of Essex, New Jersey (the "Township") for the purchase of \$7,621,000 original principal amount of the Township's General Improvement Bonds (the "Bonds"). **All Bids (as defined below) must be submitted in their entirety via "PARITY Electronic Bid System" (PARITY) prior to 11:00 a.m. New Jersey time on August 14, 2019. To bid, Bidders (as defined below) must have submitted a good faith check or a wire payable to the Township in the amount of \$152,420 by no later than 10:30 a.m. on the Bid Date (see Bidding Details below).**

Preliminary and Final Official Statement

The Township's Preliminary Official Statement (the "POS") is available for viewing in electronic format on www.munihub.com. In addition, broker dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company ("DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to August 14, 2019, elect to receive a photocopy of the POS in the mail by calling the Township's bond counsel, McManimon, Scotland & Baumann, LLC ("Bond Counsel"), 75 Livingston Avenue, Roseland, New Jersey 07068 to the attention of Andrea L. Kahn, Esq. (telephone no. 973-622-5171) or Terry Anderson (telephone no. 973-622-5161). All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Township to be final as of its date, for purposes of SEC Rule 15c2-12(b)(1) under the Securities and Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a final official statement (the "Final Official Statement") as may be necessary.

The Township, at its expense, will make available to the Winning Bidder a reasonable number of Final Official Statements within seven (7) business days following the date of acceptance of the Bid.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of \$7,621,000. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Township, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Insurance

All or any part of the Bonds can be insured at the option of the Bidder. The insurance premium, if any, will be paid by the Bidder.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated the date of delivery and will bear interest from such date payable semiannually on each February 1 and August 1, commencing on February 1, 2020.

Principal Amortization

The Bonds will consist of serial bonds maturing on August 1 in the years 2020 through 2030, inclusive, as set forth in the following table:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2020	\$640,000	2026	\$700,000
2021	\$640,000	2027	\$715,000
2022	\$650,000	2028	\$735,000
2023	\$660,000	2029	\$750,000
2024	\$675,000	2030	\$766,000
2025	\$690,000		

Book-Entry-Only

The Bonds will be issued in book-entry form only, initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). Purchasers will not receive certificates representing their interests in the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any integral multiple of \$5,000 except that those Bonds in excess of the largest principal amount not equaling a multiple of \$5,000 shall be in denominations of \$1,000 or any multiple thereof. Payments of principal and interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to DTC participants to then be remitted to the beneficial owners of the Bonds.

Section 265 Qualification

The Bonds will be designated as qualified under Section 265 of the Internal Revenue Code of 1986, as amended, by the Township for an exemption from the denial of deduction for interest paid by financial institutions to purchase or to carry tax-exempt obligations.

Redemption Provisions

The bonds of this issue are not subject to redemption prior to their stated maturities.

Term Bond Option – Not Available

Terms of PARITY

Each electronic proposal must be submitted via PARITY. No Bidder will see any other bidder’s bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its Bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at I-Deal at (212) 404-8102. The Township may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. In the event that

a bid for the Bonds is submitted via PARITY, the bidder further agrees that: The Township may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as though the same information were submitted on the official "Proposal for Bonds" provided by the Township and executed by a duly authorized signatory of the bidder. If a bid submitted electronically via PARITY is accepted by the Township, the terms of the official "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the Winning Bidder shall be bound by the terms of such contract.

PARITY is not an agent of the Township, and the Township shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the Township or information provided by the bidder.

The Township may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via TM3 News Services, or by other available means, no later than 3:00 p.m., Eastern Time, on the last business date prior to the Bid Date.

Once the bids are communicated electronically via PARITY to the Township, each Bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds," whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each Bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its Bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Township nor i-Deal shall have any duty or obligation to provide or assure to any Bidder, and neither the Township nor i-Deal shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Township is using PARITY as a communication mechanism, and not as the Township's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each Bidder agrees to hold the Township harmless for any harm or damages caused to such Bidder in connection with its use of PARITY for bidding on the Bonds.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

- (1) BIDDERS MUST SUBMIT A GOOD FAITH CHECK OR A WIRE TRANSFER (PLEASE CONTACT THE MUNICIPAL ADVISOR FOR WIRE INSTRUCTIONS) IN THE AMOUNT OF \$152,420 PAYABLE TO THE TOWNSHIP NO LATER THAN 10:30 A.M. ON THE BID DATE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS AND WIRE TRANSFERS ON THE DAY PRIOR TO THE BID DATE TO ASSURE RECEIPT OF PAYMENT BY THE TOWNSHIP. CHECKS CAN BE SENT TO THE FOLLOWING ADDRESS:**

**John Gross, Chief Financial Officer
Township of West Orange
66 Main Street
West Orange, NJ 07052**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE TOWNSHIP.

UNSUCCESSFUL BIDDERS SUBMITTING THE GOOD FAITH DEPOSIT BY WIRE TRANSFER SHALL, NO LATER THAN THE CLOSE OF BUSINESS ON THE BID DATE OF THE BONDS, PROVIDE THE TOWNSHIP CHIEF FINANCIAL OFFICER IN WRITING WITH WIRING INSTRUCTIONS FOR THE RETURN OF SUCH UNSUCCESSFUL BIDDER'S GOOD FAITH DEPOSIT. IN THE EVENT THAT THE TOWNSHIP FAILS TO RETURN ANY GOOD FAITH WIRES IN A TIMELY FASHION, THE TOWNSHIP SHALL NOT BE LIABLE FOR MONETARY DAMAGES, REMEDY BEING HEREBY SPECIFICALLY LIMITED TO SPECIFIC PERFORMANCE.

- (2) All Bids must be submitted via PARITY. **No telephone, telefax, telegraph or personal delivery Bids will be accepted.**
- (3) All Bids for the Bonds must be submitted on an AON basis.
- (4) Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must state the purchase price, which must be not less than the par amount of the Bonds to be delivered plus any premium. Any premium bid shall not exceed the amount of the first eighteen months of interest payable on the Bonds. The Bonds will be awarded to the Bidder on whose bid the total loan may be made at the lowest net interest cost. Such net interest cost shall be computed, as to each Bid, by adding to the total principal amount of Bonds bid the total interest cost to maturity in accordance with such Bid and by deduction therefrom of the amount of premium, if any, bid. No proposal shall be considered that offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest net interest cost to the Township under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.
- (5) Bidders are only permitted to submit Bids for the Bonds during the bidding period.

Definitions

- “Bid” any confirmed purchase offer received by PARITY on or before the proposal submission deadline.
- “Bidder” any firm registered and approved for participation in sale.

“Winning Bid”	any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest NIC that is acceptable to the Township.
“Net Interest Cost”	computed by adding to the total principal amount of Bonds bid for, the total interest cost to maturity in accordance with such bid and by deduction therefrom of the amount of premium, if any, bid or the addition thereto of the amount of discount, if any, bid. The Net Interest Cost serves as the basis for awarding the Bonds to Winning Bidder.

Bid Procedure and Basis of Award

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest NIC for the Township and otherwise complies with the Notice of Sale.

Bids must remain valid until at least 3:30 p.m., prevailing time, on the date of the sale, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the Winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the Winning Bidder by telephone, e-mail or fax.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit (“Deposit”) in the form of a certified, treasurer’s or cashier’s check or a wire transfer in the amount of \$152,420 payable to the order of the Township by no later than 10:30 a.m. on the Bid Date is required for each Bid to be considered. Wire instructions can be obtained by contacting the Township’s Municipal Advisor, Timothy S. Eismeier of NW Financial Group, LLC, at (201) 656-0115, and such wire must be received and confirmed by the Township prior to the time for bids to be submitted. If a check is used, it must be a certified, treasurer’s or cashier’s check and must be provided to the Township no later than by 10:30 a.m. on the Bid Date. Each Bidder accepts responsibility for delivering such check or wire transfer on time, and the Township is not responsible for any check or wire transfer that is not received on time. The Deposit will be applied to the purchase price of the Bonds. In the event the Winning Bidder fails to honor its accepted bid, the Deposit will be retained by the Township. Award of the Bonds to the Winning Bidder or rejection of all Bids is expected to be made within two hours after opening of the Bids, but such Winning Bidder may not withdraw its proposal until after 3:00 p.m. of the day of receipt of such Bids and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the Township on the Delivery Date.

Right to Reject Bids; Waive Irregularities

The Township reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

Information Required from the Winning Bidder

By making a bid for the Bonds, the Winning Bidder agrees: (a) to provide to the Township, in

writing, immediately upon being unofficially awarded the Bonds, a written confirmation of the bid, which shall include the purchase price, reoffering yield(s), and other related information necessary for completion of the Final Official Statement or by Bond Counsel; (b) to disseminate to all members of the underwriting syndicate copies of the Final Official Statement; (c) to promptly file a copy of the final Official Statement with each nationally recognized Municipal Securities Information Repository; and (d) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Bonds to alternate purchasers.

Establishment of Issue Price for the Bonds

In the event the Township receives at least three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the reasonably expected initial offering prices of the Bonds as of the Sale Date (the "Expected Offering Prices"). The Expected Offering Prices shall consist of the prices for each maturity of the Bonds used by the winning bidder in formulating its bid to purchase the Bonds. The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, the Expected Offering Prices as of the Sale Date.

In the event the Township receives fewer than three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the following method as selected by the winning bidder on the Sale Date:

10% Sold: The Issue Price for the Bonds shall be established based on the first price at which at least 10% of each maturity of the Bonds was sold to the Public (as defined below). The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of such sales prices for each maturity of the Bonds. In the event that the winning bidder has not sold at least 10% of each maturity of the Bonds to the Public as of the Delivery Date (each, an "Unsold Maturity"), the winning bidder shall (i) provide to the Township, in writing, on the Delivery Date, the Expected Offering Prices for each Unsold Maturity and a certificate regarding same and (ii) have a continuing obligation to provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of the first price at which at least 10% of each Unsold Maturity is sold to the Public, contemporaneous with each such sale, until at least 10% of all such Unsold Maturities have been sold to the Public.

Hold The Price: The Issue Price for the Bonds shall be established based on the initial offering price of the Bonds to the Public as of the Sale Date, provided that the winning bidder shall, in writing, (i) confirm that the Underwriters have offered or will offer the Bonds to the public on or before the Sale Date at the offering price or prices set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell the Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriters have sold at least 10% of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined herein) or a related party to an Underwriter. The term "related party" generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly. Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in

the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

Delivery of the Bonds

The Bonds will be delivered on or about August 29, 2019 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York City at DTC against payment of the purchase price therefor (less the amount of the good faith deposit) in federal funds.

There will also be furnished the usual closing papers, including (1) a certificate signed by the officials who signed the Bonds stating that no litigation of any kind is now pending or, to their knowledge, threatened to restrain or enjoin the issuance or delivery of the Bonds, or in any manner questioning the proceedings and authorization under which the Bonds are issued or affecting the validity of the Bonds and (2) a certificate signed by the Mayor and the Chief Financial Officer relating to the Official Statement.

CUSIP Numbers

The Municipal Advisor will apply for CUSIP numbers with respect to the Bonds, but the Township will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchasers thereof to accept delivery of and make payment for the Bonds. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Winning Bidder.

Legal Opinion

The approving opinion of Bond Counsel will be furnished without cost to the Winning Bidder.

Postponement

The Township reserves the right to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED OR POSTED BEFORE 11:00 A.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the Bid Date and except for the changes announced on www.munihub.com ("MuniHub") at the time the sale date and time are announced.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Township. The Notice of Sale and the POS may be viewed on MuniHub. However, the Township makes no assurance or representation with respect to the form of the Notice of Sale and the POS on MuniHub, and no investment decision should be made in reliance thereon. Printed copies of the

POS and the Notice of Sale may be obtained from Bond Counsel at the address and the phone number stated above. For additional information relating to the sale please contact PARITY at I-Deal at (212) 404-8102. Additional information relating to the financing of the Township can be obtained by contacting the Municipal Advisor.

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Township of West Orange, in the County of Essex, New Jersey

By: John Gross
Chief Financial Officer

Dated: June 25, 2019

EXHIBIT B

SHORT FORM OF NOTICE OF SALE

(for publication in the Township's local newspaper)

NOTICE OF SALE

\$7,621,000 GENERAL IMPROVEMENT BONDS

(BOOK-ENTRY-ONLY) (NON-CALLABLE) (BANK QUALIFIED)

NOTICE IS HEREBY GIVEN that electronic proposals will be received by Township of West Orange, in the County of Essex, New Jersey (the "Township") for the purchase of \$7,621,000 original principal amount of the Township's General Improvement Bonds (the "Bonds"). **All Bids (as defined below) must be submitted in their entirety via "PARITY Electronic Bid System" (PARITY) prior to 11:00 a.m. New Jersey time on August 14, 2019. To bid, Bidders (as defined below) must have submitted a good faith check or a wire payable to the Township in the amount of \$152,420 by no later than 10:30 a.m. on the Bid Date (see Bidding Details below).**

Preliminary and Final Official Statement

The Township's Preliminary Official Statement (the "POS") is available for viewing in electronic format on www.munihub.com. In addition, broker-dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company ("DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to August 14, 2019, elect to receive a photocopy of the POS in the mail by calling the Township's bond counsel, McManimon, Scotland & Baumann, LLC ("Bond Counsel"), 75 Livingston Avenue, Roseland, New Jersey 07068 to the attention of Andrea L. Kahn, Esq. (telephone no. 973-622-5171) or Terry Anderson (telephone no. 973-622-5161). All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Township to be final as of its date, for purposes of SEC Rule 15c2-12(b)(1) under the Securities and Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a final official statement (the "Final Official Statement") as may be necessary.

The Township, at its expense, will make available to the Winning Bidder a reasonable number of Final Official Statements within seven (7) business days following the date of acceptance of the Bid.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of \$7,621,000. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Township, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Insurance

All or any part of the Bonds can be insured at the option of the Bidder. The insurance premium, if any, will be paid by the Bidder.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated the date of delivery and will bear interest from such date payable semiannually on each February 1 and August 1, commencing on February 1, 2020.

Principal Amortization

The Bonds will consist of serial bonds maturing on August 1 in the years 2020 through 2030, inclusive, as set forth in the following table:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2020	\$640,000	2026	\$700,000
2021	\$640,000	2027	\$715,000
2022	\$650,000	2028	\$735,000
2023	\$660,000	2029	\$750,000
2024	\$675,000	2030	\$766,000
2025	\$690,000		

Book-Entry-Only

The Bonds will be issued in book-entry form only, initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers will not receive certificates representing their interests in the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any integral multiple of \$5,000 except that those Bonds in excess of the largest principal amount not equaling a multiple of \$5,000 shall be in denominations of \$1,000 or any multiple thereof. Payments of principal, interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to DTC participants to then be remitted to the beneficial owners of the Bonds.

Section 265 Qualification

The Bonds will be designated as qualified under Section 265 of the Internal Revenue Code of 1986, as amended, by the Township for an exemption from the denial of deduction for interest paid by financial institutions to purchase or to carry tax-exempt obligations.

Redemption Provisions

The bonds of this issue are not subject to redemption prior to their stated maturities.

Term Bond Option – Not Available

Bid Procedure and Basis of Award

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest NIC for the Township and otherwise complies with the Notice of Sale.

Bids must remain valid until at least 3:00 p.m., prevailing time, on the date of the sale, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds, and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must state the purchase price, which must be not less than \$7,621,000 plus any premium. Any premium bid shall not exceed the amount of the first eighteen months of interest payable on the Bonds. Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest net interest cost. Such net interest cost shall be computed as to each bid by adding to the total principal amount of Bonds bid for the total interest cost to maturity in accordance with such bid and by deduction therefrom of the amount of premium, if any, bid. No proposal shall be considered that offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest net interest cost to the Township under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

If two (2) bids are submitted in the auction by the same or two or more different bidders and result in the same NIC, the first confirmed bid received by Parity prevails. Any change to a submitted bid constitutes a new bid, regardless of whether there is a corresponding change in NIC.

Terms of PARITY

Each electronic proposal must be submitted via PARITY. No Bidder will see any other bidder's bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its Bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at I-Deal at (212) 404-8102. The Township may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that: The Township may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as though the same information were submitted on the official "Proposal for Bonds" provided by the Township and executed by a duly authorized signatory of the bidder. If a bid submitted electronically via PARITY is accepted by the Township, the terms of the official "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the Winning Bidder shall be bound by the terms of such contract.

PARITY is not an agent of the Township, and the Township shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the Township or information provided by the bidder.

The Township may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via TM3 News Services, or by other available means, no later than 3:00 p.m., Eastern Time, on the last business date prior to the Bid Date.

Once the bids are communicated electronically via PARITY to the Township, each Bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds," whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each Bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its Bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Township nor i-Deal shall have any duty or obligation to provide or assure to any Bidder, and neither the Township nor i-Deal shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Township is using PARITY as a communication mechanism, and not as the Township's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each Bidder agrees to hold the Township harmless for any harm or damages caused to such Bidder in connection with its use of PARITY for bidding on the Bonds.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit ("Deposit") in the form of a certified, treasurer's or cashier's check or a wire transfer in the amount of \$152,420 payable to the order of the Township by no later than 10:30 a.m. on the Bid Date is required for each Bid to be considered. Wire instructions can be obtained by contacting the Township's Municipal Advisor, Timothy S. Eismeier of NW Financial Group, LLC, at (201) 656-0115, and such wire must be received and confirmed by the Township prior to the time for bids to be submitted. If a check is used, it must be a certified, treasurer's or cashier's check and must be provided to the Township no later than by 10:30 a.m. on the Bid Date. Each Bidder accepts responsibility for delivering such check or wire transfer on time, and the Township is not responsible for any check or wire transfer that is not received on time. The Deposit will be applied to the purchase price of the Bonds. In the event the Winning Bidder fails to honor its accepted bid, the Deposit will be retained by the Township. Award of the Bonds to the Winning Bidder or rejection of all Bids is expected to be made within two hours after opening of the Bids, but such Winning Bidder may not withdraw its proposal until after 3:00 p.m. of the day of receipt of such Bids and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the Township on the Delivery Date.

Right to Reject Bids; Waive Irregularities

The Township reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

Information Required from the Winning Bidder

By making a bid for the Bonds, the Winning Bidder agrees: (a) to provide to the Township, in writing, immediately upon being unofficially awarded the Bonds, a written confirmation of the bid, which shall include the purchase price, reoffering yield(s), and other related information necessary for completion of the final Official Statement or by Bond Counsel; (b) to disseminate to all members of the underwriting syndicate copies of the Official Statement; (c) to promptly file a copy of the final Official Statement with each nationally recognized Municipal Securities Information Repository; and (d) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Bonds to alternate purchasers.

Establishment of Issue Price for the Bonds

In the event the Township receives at least three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the reasonably expected initial offering prices of the Bonds as of the Sale Date (the "Expected Offering Prices"). The Expected Offering Prices shall consist of the prices for each maturity of the Bonds used by the winning bidder in formulating its bid to purchase the Bonds. The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, the Expected Offering Prices as of the Sale Date.

In the event the Township receives fewer than three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the following method as selected by the winning bidder on the Sale Date:

10% Sold: The Issue Price for the Bonds shall be established based on the first price at which at least 10% of each maturity of the Bonds was sold to the Public (as defined below). The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of such sales prices for each maturity of the Bonds. In the event that the winning bidder has not sold at least 10% of each maturity of the Bonds to the Public as of the Delivery Date (each, an "Unsold Maturity"), the winning bidder shall (i) provide to the Township, in writing, on the Delivery Date, the Expected Offering Prices for each Unsold Maturity and a certificate regarding same and (ii) have a continuing obligation to provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of the first price at which at least 10% of each Unsold Maturity is sold to the Public, contemporaneous with each such sale, until at least 10% of all such Unsold Maturities have been sold to the Public.

Hold The Price: The Issue Price for the Bonds shall be established based on the initial offering price of the Bonds to the Public as of the Sale Date, provided that the winning bidder shall, in writing, (i) confirm that the Underwriters have offered or will offer the Bonds to the public on or before the Sale Date at the offering price or prices set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell the Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriters have sold at least 10% of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined herein) or a related party to an Underwriter. The

term “related party” generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly. Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

Delivery of the Bonds

The Bonds will be delivered on or about August 29, 2019 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York City at DTC against payment of the purchase price therefor (less the amount of the good faith deposit) in federal funds.

There will also be furnished the usual closing papers, including (1) a certificate signed by the officials who signed the Bonds stating that no litigation of any kind is now pending or, to their knowledge, threatened to restrain or enjoin the issuance or delivery of the Bonds, or in any manner questioning the proceedings and authorization under which the Bonds are issued or affecting the validity of the Bonds and (2) a certificate signed by the Mayor and the Chief Financial Officer relating to the Official Statement.

CUSIP Numbers

The Municipal Advisor will apply for CUSIP numbers with respect to the Bonds, but the Township will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchasers thereof to accept delivery of and make payment for the Bonds. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the winning Bidder.

Legal Opinion

The approving opinion of Bond Counsel will be furnished without cost to the Winning Bidder.

Postponement

The Township reserves the right to postpone, upon not less than 24 hours’ notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED OR POSTED BEFORE 11:00 A.M. ON THE DAY BEFORE THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on www.munihub.com (“MuniHub”) at the time the sale date and time are announced.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and

authorized by the Township. The Notice of Sale and the POS may be viewed on MuniHub. However, the Township makes no assurance or representation with respect to the form of the Notice of Sale and the POS on MuniHub, and no investment decision should be made in reliance thereon. Printed copies of the POS and the Notice of Sale may be obtained from Bond Counsel at the address and the phone numbers stated above. For additional information relating to the sale please contact PARITY at I-Deal at (212) 404-8102. Additional information relating to the financing of the Township can be obtained by contacting the Municipal Advisor.

Township of West Orange, in the County of Essex, New Jersey

By: John Gross
Chief Financial Officer

Dated: June 25, 2019

EXHIBIT C

SUMMARY FORM OF NOTICE OF SALE

**(For publication in the *Bond Buyer* and
in *The Bond Buyer Online*)**

SUMMARY NOTICE OF SALE

\$7,621,000 GENERAL IMPROVEMENT BONDS

**TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY
(Book-Entry-Only)
(Non-Callable)
(Bank Qualified)**

SUMMARY

Dated Date: Date of Delivery (expected to be August 29, 2019)

Bid Date: Electronic proposals will be received via the Parity Electronic Bid System ("PARITY") of i-Deal LLC ("i-Deal") on **August 14, 2019** until 11:00 a.m. Award by 3:00 p.m.

Type of Sale: PARITY

Interest: Multiple Interest Rates- ascending in multiples of 1/8 or 1/20 of 1%

Maturity Schedule: The Bonds will consist of serial bonds maturing on August 1 in the years 2020 through 2030, inclusive, as set forth in the following table:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2020	\$640,000	2026	\$700,000
2021	\$640,000	2027	\$715,000
2022	\$650,000	2028	\$735,000
2023	\$660,000	2029	\$750,000
2024	\$675,000	2030	\$766,000
2025	\$690,000		

Legal Opinion: McManimon, Scotland & Baumann, LLC, Roseland, NJ

Bid Security: **Good Faith Check or wire must be received by Township by 10:30 a.m. prior to bidding in the amount of \$152,420**

Preliminary Official Statement, a Notice of Sale and other details available at www.munihub.com

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of June 25, 2019 enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiations in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Update - Police contract negotiations including viability of changing health insurance coverage.

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **June 25, 2019.**

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 25, 2019

RESOLUTION

RESOLVED by the Township Council of the Township of West Orange, County of Essex and State of New Jersey, that the contract for

**LICENSED MOTOR VEHICLE DRIVERS
FOR
MIDTOWN DIRECT SHUTTLE BUS PROGRAM**

in accordance with the bid documents on file in the Engineering Division, approved by the Township Council, pursuant to an advertisement duly authorized therefore, be and the same is hereby awarded to the below named Bidder.

**MOBILITY COACH
413 MELROSE WAY
MONROE TOWNSHIP, NEW JERSEY 08831**

who submitted the lowest responsible bid for the Base Bid in the amount of \$328,680.00 for a 12 month period beginning July 1, 2019 and ending June 30, 2020 at a monthly rate of \$27,390.00. The rate for any additional services is \$34.19 per hour.

BE IT FURTHER RESOLVED that the bid for Alternate No. 1, the extension of service from July 1, 2020 to June 30, 2021 in the amount of \$28,190.00 per month for a total of \$338,280.00 with an hourly fee of \$35.19 and that the bid for Alternate No. 2, the extension of service from July 1, 2021 to June 30, 2022 in the amount of \$28,990.00 per month for a total of \$347,880.00 with an hourly fee rate of \$36.18 be awarded.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk, be and they hereby are, respectively authorized to execute and attest a contract for the foregoing.

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: June 25, 2019

I hereby certify funds are available from:

**CHALLENGE GRANT BUS SHUTTLE
ACCOUNT NO. 01-2010-00-9622-150**

JOHN GROSS, CHIEF FINANCIAL OFFICER

RESOLUTION

WHEREAS, an application has been submitted by the Essex County Country Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Montclair Golf Club on July 4, 2019 (Rain Date: July 6, 2019); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Essex County Country Club be and is hereby granted permission to conduct a fireworks display on July 4, 2019 (Rain Date: July 6, 2019); subject to the directives of the Fire Official, or his designees.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 25, 2019

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
RECOMMENDATION OF AWARD STATE AID PROJECT**

BE IT RESOLVED

that The Township Council of the Township of West Orange

hereby recommends to the New Jersey Department of Transportation that the contract for

Reconstruction of Lessing Road
(Name of Project)

in the Township of West Orange County of Essex
(Name of Municipality)

be awarded to Cifelli & Sons Construction, Inc. 4 Coppola Street, Nutley, New Jersey 07110

whose base bid amounted to \$ \$430,753.00 subject to the approval of the Department.

BE IT FURTHER RESOLVED that the contract is awarded contingent upon the approval of the contractor by the NJDOT, Local Aid Office.

BE IT FURTHER RESOLVED that the Mayor of the Township be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction and that the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the Township of West Orange on June 25, 2019

Jerry Guarino, Council President

(Date)

Karen J. Carnevale, Municipal Clerk

(Date)

(Affix Seal)

Certification of Funds

**\$230,000 2017 NJDOT Municipal Aid Grant
\$200,753 2018 Capital Budget**

John O. Gross, CFO

**RECONSTRUCTION OF LESSING ROAD
RECEIVED: THURSDAY, JUNE 13, 2019**

- | | | |
|----|---|--------------|
| 1. | CIFELLI & SONS CONSTRUCTION, INC.
4 COPPPOLA STREET
NUTLEY, NEW JERSEY 07110 | \$430,753.00 |
| 2. | AMERICAN ASPHALT & MILLING SERVICES, LLC
96 MIDLAND AVENUE
KEARNY, NEW JERSEY 07032 | \$444,652.89 |
| 3. | Y. W. CONSTRUCTON
404 COLT STREET
IRVINGTON, NEW JERSEY | \$453,779.75 |
| 4. | MIDWEST CONSTRUCTION, INC.
23 DEAD RICER ROAD
WARREN, NEW JERSEY 07059 | \$485,246.70 |
| 5. | A & J CONTRACTORS GROUP, INC.
105 FEDERAL ROAD
MONROE TOWNSHIP, NEW JERSEY 08831 | \$495,757.00 |
| 6. | DLS CONTRACTING, INC.
271 US HIGHWAY 46, SUITE D-205
FAIRFIELD, NEW JERSEY 07004 | \$575,713.50 |
| 7. | GRABOWSKI CONSTRUCTION
770 NORTHFIELD AVENUE
WEST ORANGE, NEW JERSEY 07052 | \$799,593.00 |

Township of West Orange
Essex County, New Jersey

Resolution No.169-19
June 25, 2019

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the 2020 Municipal Aid Application for the Arverne Road, Crestmont Road and Westover Terrace Improvement Project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of West Orange formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as “MA-2020-Arverne Road, Crestmont Road and Wes-00223” to the New Jersey Department of Transportation on behalf of the Township of West Orange.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of Township of West Orange and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Mayor and Council
On this 25 day of June, 2019.

Karen J. Carnevale, RMC
Municipal Clerk

The Hon. Robert D. Parisi, Mayor

My signature and the Clerk’s seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

Karen J. Carnevale, RMC
Municipal Clerk

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) acquired through an In Rem Tax Foreclosure, the Properties located at 18 Central Avenue, Block 9, Lot 36, and 4 Tompkins Street, Block 7, Lot 22 on the Tax Map of the Township of West Orange (the “Properties”); and

WHEREAS, on August 9, 2016, the Township adopted resolution 189-16 to authorize Matrix New World (“Matrix”) to apply for grant funds from the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the “DEP”) Hazardous Discharge Site Remediation Funds (the “HDSRF”) Program for the purpose of funding the costs for performing the Preliminary Assessment and Site Investigation on the Properties; and

WHEREAS, the Township received an award of \$77,237.90 from the HDSRF Program to fund the Preliminary Assessment and Site Investigation on the Properties; and

WHEREAS, on March 7, 2017, the Township adopted resolution 75-17, to authorize Matrix to perform the Preliminary Assessment and Site Investigation on the Properties; and

WHEREAS, the Preliminary Assessment and Site Investigation on the Properties identified twenty-four (24) areas of concern on the Property (the “Areas of Concern”); and

WHEREAS, on April 10, 2018, the Township adopted resolution 102-18 authoring Matrix to submit to the DEP a supplemental application to the HDSRF Program for additional grant funding for the preparation of a Remedial Investigation Workplan to address the Areas of Concern identified in the Preliminary Assessment and Site Investigation performed on the Property; and

WHEREAS, DEP through the New Jersey Economic Development Authority (the “EDA”) notified the Township that it has approved the supplemental application for additional

grant funding to prepare a Remedial Investigation and Remedial Action Workplan in the amount of \$129,177; and

WHEREAS, on May 14, 2019, the Township adopted Resolution 131-19 which authorized the acceptance of the supplement HDSRF grant funding and execution of the Grant Agreement provided by the DEP and EDA; and

WHEREAS, the DEP and EDA require that the Township enter into an agreement for the preparation of a Remedial Investigation and Remedial Action Workplan to finalize the award of the supplemental HDSRF grant funding; and

WHEREAS, Matrix has submitted a proposal for the preparation of a Remedial Investigation and Remedial Action Workplan, annexed hereto as Exhibit “A” (the “Proposal”) consistent with the requirements of the award of the supplemental grant funding and consistent with the amount of the supplemental grant award.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain Matrix to prepare a Remedial Investigation and Remedial Action Workplan consistent with the requirements of the DEP and EDA’s award of supplemental grant funds through the HDSRF Program; and be it further

RESOLVED, that the Mayor is hereby authorized to execute the acceptance of the Proposal annexed hereto as Exhibit “A,” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature; and be it further

RESOLVED that a copy of this resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 25, 2019

I hereby certify funds are available from: _____
Account No./Amount

John Gross
Township Chief Financial Officer

Exhibit “A”

Via Email (JSayers@westorange.org)

June 13, 2019

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: John K. Sayers, Business Administrator

**RE: REMEDIAL INVESTIGATION AND REMEDIAL ACTION WORKPLAN
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
SELECTO FLASH INCORPORATED (FORMER)
18 CENTRAL AVENUE
BLOCK 9, LOT 36
SRP PI NO. 027054
MATRIX NO. 17-296**

Dear Mr. Sayers:

As requested, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to submit this proposal for environmental services to complete the Remedial Investigation (RI) and prepare the Remedial Action Workplan (RAWP) at the Selecto Flash property located at 18 Central Avenue, West Orange, New Jersey (Block 9; Lot 36). The Township of West Orange (Township) has previously prepared and submitted a Hazardous Discharge Site Remediation Fund (HDSRF) grant to the New Jersey Economic Development Authority (NJEDA) and New Jersey Department of Environmental Protection (NJDEP) for this work. This grant application has been approved by the NJEDA and the monies to complete the remediation are available.

The scope of this project includes the completion of the RI at the Selecto Flash property. The RI activities will be completed to delineate contaminants previously detected in the Site soil and to further evaluate/delineate contaminants detected in groundwater. The information obtained from the RI will be used to determine whether additional remedial actions are warranted.

The objective of this project is to investigate and remediate the environmental conditions that are present as a result of former operations. The former buildings at 18 Central Avenue were demolished in the fall of 2017. A Preliminary Assessment (PA) and Site Investigation (SI) were previously completed at the subject property to evaluate the environmental conditions at the Site. The PA report for Selecto-Flash was submitted to the NJDEP on February 23, 2018 and the Site Investigation Report (SIR) on March 2, 2018. Environmental investigations completed at the Site during the SI and a review of historical investigations have identified the presence of contaminants, including volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and metals in soil at concentrations exceeding the NJDEP's Residential or Non-Residential Direct Contact Soil Remediation Standards (RDSCRS or NRDCRS) and/or the Default Impact to Groundwater Soil Screening Levels (IGWSSL). Furthermore, select VOCs and SVOCs were detected in groundwater at concentrations above the Groundwater Quality Standards (GWQS).

The RI will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E, and applicable NJDEP Guidance Documents. Oversight of remedial activities will be conducted by a Matrix Licensed Site Remediation Professional (LSRP).

SCOPE OF SERVICES

The scope of services and associated fee is described in detail below:

Task 1: Remedial Investigation

Soil Investigation

The purpose of this soil investigation is to delineate the horizontal and vertical extent of previously identified contaminant exceedances in soil. In an effort to locate source areas of contamination, Matrix has included one day for a high-resolution site characterization utilizing a membrane interface probe with a heated block to collect instantaneous readings to help accelerate diffusion of VOCs through the permeable membrane. This high-resolution site characterization will allow Matrix to understand soil lithology and the insitu contaminant distribution in subsurface soils.

The completion of this task will ideally identify the primary source of the chlorinated volatile organic compounds (cVOCs) in soils. This will help Matrix in the completion of horizontal and vertical delineation as well as determine whether the most applicable remedial action is source removal (excavation) and/or injection of amendments (e.g., biological or chemical) to drive the remediation of the cVOCs in groundwater.

The investigation will include the collection of up to 30 soil samples with up to two mobilizations of a direct push drill rig. All soil samples will be analyzed for VOCs. Finally, in anticipation of determining the best remedial action for on-site impacts, Matrix has also budgeted for the collection of total organic carbon and sieve and hydrometer analyses.

Groundwater Investigation

This task includes the installation of up to five shallow overburden monitoring wells that may or may not include replacement monitoring wells that could have been destroyed or lost during the Site redevelopment activities. In addition, due to the nature of cVOC impacts in groundwater, Matrix has budgeted for the installation for three vertical delineation (deep) monitoring wells. Costs for this task include the drumming of soil cuttings, well development water management and disposal.

Following the installation and surveying of the additional monitoring wells, Matrix will collect two rounds of groundwater samples from each newly installed monitoring well to evaluate current groundwater conditions. The groundwater samples will be collected and submitted to a NJDEP licensed laboratory for VOC analysis with appropriate quality assurance/quality control (QA/QC) samples. In an effort to evaluate remedial strategies, groundwater samples for geochemical parameters.

Following the conclusion of the second sampling event, Matrix will arrange for the disposal of the non-hazardous investigative derived waste (IDW), up to 22, 55-gallon drums. The IDW will consist of soil cuttings and monitoring well purge water generated during well development and groundwater sampling activities.

Task 2: Vapor Intrusion

Due to the concentration of cVOCs found in groundwater, Matrix has included costs to conduct a vapor intrusion investigation of one adjacent property, if necessary. Budget for one property was included as Matrix consulted the LSRP retained for the adjacent Biddleman Property who indicated that they performed VI investigations of several adjacent properties. Matrix will need to obtain the VI reports for these adjacent properties so that we can be certain that the Selecto Flash property is not impacting adjacent properties and additional VI investigation work is not needed.

Task 3: Reporting and Project Management

Following the conclusion of field activities and a review of all collected data, Matrix will prepare the *Remedial Investigation Report* (RIR) for the Selecto Flash Site. The report will be prepared in accordance with N.J.A.C. 7:26E-4.8. The RIR will discuss the results of the sampling and will include the results of all analyses, copies of laboratory data sheets and conversion of the laboratory deliverables to the required NJDEP electronic data deliverables pursuant to N.J.A.C. 7:26E-2.1. Sample summary tables of all analyses, including sample location, media, sample depth and field and lab identification numbers pursuant to N.J.A.C. 7:26E-3.13(c)3. The summary tables will identify

contaminant concentrations exceeding the applicable remediation standards, samples with elevated method detection limits (MDLs) exceeding their applicable remediation standard will be identified and explained. Figures will be prepared to identify soil and groundwater sample locations, contaminant exceedances above their respective remedial standard for both soil and groundwater.

Following the completion of the RIR, and evaluation of remedial options, Matrix will prepare a *Remedial Action Workplan* pursuant to N.J.A.C. 7:26E-5.5. The purpose of the *RAW* will be to evaluate and select a remedial action(s) that will prevent further exposure of any receptor to residual contamination. Since the Site redevelopment is proposed to be a residential structure, the RAWP will include a presumptive remedy consistent with Table 5-1 found in the NJDEP guidance document *Presumptive Remedies for Soil Contamination at Schools, Child Care Centers and Residences*. The presumed remedial action for the historic fill material underlain at the Site with soil concentrations exceeding both residential and non-residential direct contact soil remediation standards will include an environmental cap and filing of a Deed Notice pursuant to N.J.A.C. 7:26C-7.2.

COSTS

The following are our fixed fee costs for the tasks described herein. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1 – Remedial Investigation	\$85,181.80
Task 2 – Vapor Intrusion Investigation	\$15,187.00
Task 3 – Reporting and Project Management	<u>\$28,808.20</u>
Total Fixed Fee Cost	\$129,177.00

CLOSING

Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal. Results of the post excavation/delineation soil samples may require additional work, which will be provided under separate proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Thomas DeMichele, LSRP
Senior Project Manager



Robert Meisner, P.E., LSRP
Director, LSRP Services

Authorization to Proceed: _____

Name/Title

Date: _____

Copy to: Richard Trenk, Esq., McManimon, Scotland, Baumann, LLC
Mark Moon, Esq., McManimon, Scotland, Baumann, LLC
Mr. Leonard Lepore, Municipal Engineer, Township of West Orange

**ATTACHMENT 1
TERMS AND CONDITIONS**

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date or upon closing, whichever is last to occur. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY**A. Matrix**

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

**ATTACHMENT 2
FEE SCHEDULE**

Special Provisions- Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq ("SRRA") and Executive order #140, the performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites ("ARRCS") as prepared by the New Jersey Department of Environmental Protection ("NJDEP") thereunder (collectively, the "LSRP Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.

If the LSRP's obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.

- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client's interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.

- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client's behalf by Matrix and its LSRP, to comply with the LSRP Program.

- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) permitting remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions.

- 1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.

Acceptance of Proposal; (please return this page only):
I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.

Name

Date

Signature

Purchase Order No. (if required)

RESOLUTION

WHEREAS, the West Orange Police Department (the “WOPD”) applied for a grant from the United State Department of Justice (the “DOJ”) Office of Justice Programs (the “OJP”) for funding to create and implement a Justice and Mental Health Collaboration Program (“JMHCP”) after cooperation with RWJ Barnabas (“RWJ”) and the Psychiatric Emergency Services at Clara Maass (“Clara Maass”), a subsidiary of RWJ; and

WHEREAS, the goal of the JMHCP is to review and improve the procedures and protocols for interactions between law enforcement officials and individuals with mental illness (“MI”) and/or co-occurring mental illness and substance abuse (“CMISA”); and

WHEREAS, on September 29, 2018, the OJP notified the Township of West Orange (the “Township”) that it had approved the grant award in the amount of \$100,000 for the Township to proceed with the creation and implementation the JMHCP Program; and

WHEREAS, a copy of the award report from the OJP is annexed hereto as Exhibit “A;” and

WHEREAS, the award of the grant funds is for and requires the Township to retain Law Enforcement Consultants to assist with the preparation of a JMHCP; 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”); and

WHEREAS, a copy of the RFP for the Policing Consultant is annexed hereto as Exhibit “B;” and

WHEREAS, on June 14, 2019, the Township received one proposal for the Policing Consultant from the Cavanaugh & Keenan, LLC (“Cavanaugh & Keenan”), annexed hereto as Exhibit “C;” and

WHEREAS, the OJP requires the retention of the law enforcement consultants to assist in the creation and implementation of the JMCHP as a condition of the grant funding; and

WHEREAS, the Township and Cavanaugh & Keenan have negotiated a proposed agreement (the “Agreement”), annexed hereto as Exhibit “**D**,” based on the RFP issued by the Township and the proposal submitted by Cavanaugh & Keenan whereby Cavanaugh & Keenan has agreed to perform the services of the Policing Consultant at an annual rate of \$36,000 of the grant funds awarded by the OJP.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange is authorized to retain Cavanaugh & Keenan as a Law Enforcement Consultant; and

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “**D**” and the Municipal Clerk is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 25, 2019

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

**AGREEMENT FOR LAW ENFORCEMENT CONSULTANT –
POLICING BACKGROUND**

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 “JMHCPC”); 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 JMHCPC 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 JMHCPC; 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”), annexed hereto as Exhibit “A;” and (2) a Law Enforcement Consultant with a Behavioral Health Specialty (the “Behavioral Health Consultant”); and

WHEREAS, on June 14, 2019, the Township received one proposal for the Policing 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 – Policing Background.

“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. Contractor 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. 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. Richard Cavanaugh shall be designated as the Policing Consultant consistent with the Proposal.

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

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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.

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

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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: Richard Cavanaugh

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.

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.

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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.

Execution Copy

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 D. Parisi

RESOLUTION

WHEREAS, the West Orange Police Department (the “WOPD”) applied for a grant from the United State Department of Justice (the “DOJ”) Office of Justice Programs (the “OJP”) for funding to create and implement a Justice and Mental Health Collaboration Program (“JMHCP”) after cooperation with RWJ Barnabas (“RWJ”) and the Psychiatric Emergency Services at Clara Maass (“Clara Maass”), a subsidiary of RWJ; and

WHEREAS, the goal of the JMHCP is to review and improve the procedures and protocols for interactions between law enforcement officials and individuals with mental illness (“MI”) and/or co-occurring mental illness and substance abuse (“CMISA”); and

WHEREAS, on September 29, 2018, the OJP notified the Township of West Orange (the “Township”) that it had approved the grant award in the amount of \$100,000 for the Township to proceed with the creation and implementation the JMHCP Program; and

WHEREAS, a copy of the award report from the OJP is annexed hereto as Exhibit “A;” and

WHEREAS, the award of the grant funds is for and requires the Township to retain Law Enforcement Consultants to assist with the preparation of a JMHCP; 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”); and

WHEREAS, a copy of the RFP for the Behavioral Health Consultant is annexed hereto as Exhibit “B;” and

WHEREAS, on June 14, 2019, the Township received one proposal for the Behavioral Health Consultant from the Cavanaugh & Keenan, LLC (“Cavanaugh & Keenan”), annexed hereto as Exhibit “C;” and

WHEREAS, the OJP requires the retention of the law enforcement consultants to assist in the creation and implementation of the JMCHP as a condition of the grant funding; and

WHEREAS, the Township and Cavanaugh & Keenan have negotiated a proposed agreement (the “Agreement”), annexed hereto as Exhibit “**D**,” based on the RFP issued by the Township and the proposal submitted by Cavanaugh & Keenan whereby Cavanaugh & Keenan has agreed to perform the services of the Behavior Health Consultant at an annual rate of \$36,000 of the grant funds awarded by the OJP.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange is authorized to retain Cavanaugh & Keenan as a Law Enforcement Consultant; and

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “**D**” and the Municipal Clerk is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 25, 2019

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

**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 “JMHCP”); 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 JMHCP 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 JMHCP; 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.

Execution Copy

“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.

Execution Copy

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.

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.

Execution Copy

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.

Execution Copy

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

Exhibit “A”



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 29, 2018

The Honorable Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, NJ 07052-5404

Dear Mayor Parisi:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Justice and Mental Health Collaboration Program in the amount of \$100,000 for Township of West Orange.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, NiKisha Love, Program Manager at (202) 616-8241; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

September 29, 2018

The Honorable Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, NJ 07052-5404

Dear Mayor Parisi:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

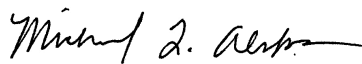
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 11

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Township of West Orange
66 Main Street
West Orange, NJ 07052-5404

4. AWARD NUMBER: 2018-MO-BX-0021

5. PROJECT PERIOD: FROM 01/01/2019 TO 12/31/2020
BUDGET PERIOD: FROM 01/01/2019 TO 12/31/2020

6. AWARD DATE 09/29/2018

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

226002396

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

060801172

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

West Orange Justice and Mental Health Collaboration

10. AMOUNT OF THIS AWARD

\$ 100,000

11. TOTAL AWARD

\$ 100,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(BJA - JMHCP) 34 USC 10651; Pub. L. No. 115-141, 132 Stat 348, 422

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.745 - Criminal and Juvenile Justice and Mental Health Collaboration Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Matt Dummermuth
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Robert D. Parisi
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	MO	80	00	00		100000

21. TMOUGT1890



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 11

PROJECT NUMBER 2018-MO-BX-0021

AWARD DATE 09/29/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 11

PROJECT NUMBER 2018-MO-BX-0021

AWARD DATE 09/29/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-MO-BX-0021 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

29. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



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30. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

31. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

33. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

34. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.



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35. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36. Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid abuse disorders.

37. The recipient agrees to submit to BJA an electronic copy of the Planning and Implementation Guide. The recipient understands that BJA must review and approve the Planning and Implementation Guide prior to the termination of the award period.

38. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

39. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

40. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

41. Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Township of West Orange

The primary purpose of Justice and Mental Health Collaboration Program (JMHCP) is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions are eligible to apply for collaborative county approaches to reducing the prevalence of individuals with mental disorders in jail, strategic planning for law enforcement and mental health collaboration, and implementation and expansion funding through JMHCP.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
			Grant	
		PROJECT NUMBER 2018-MO-BX-0021	PAGE 1 OF 1	
This project is supported under FY18(BJA - JMHCP) 34 USC 10651; Pub. L. No. 115-141, 132 Stat 348, 422				
1. STAFF CONTACT (Name & telephone number) NiKisha Love (202) 616-8241		2. PROJECT DIRECTOR (Name, address & telephone number) James Abbott 66 Main Street West Orange, NJ 07052 (973) 325-4030		
3a. TITLE OF THE PROGRAM CATEGORY 2: STRATEGIC PLANNING FOR POLICE AND MENTAL HEALTH COLLABORATION			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT West Orange Justice and Mental Health Collaboration				
5. NAME & ADDRESS OF GRANTEE Township of West Orange 66 Main Street West Orange, NJ 07052-5404		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 01/01/2019 TO: 12/31/2020		8. BUDGET PERIOD FROM: 01/01/2019 TO: 12/31/2020		
9. AMOUNT OF AWARD \$ 100,000		10. DATE OF AWARD 09/29/2018		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Bureau of Justice Assistance's (BJA) Justice and Mental Health Collaboration Program (JMHCP) supports cross-system collaboration to improve responses and outcomes for individuals with mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA) who come into contact with the justice system. JMHCP is authorized by the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Public Law 108-414), the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Public Law 110-416), and as amended by the 21st Century Cures Act (Public Law 114-255). JMHCP seeks to increase public safety by facilitating collaboration among the criminal justice, mental health, and substance abuse treatment systems to increase access to mental health and other treatment services for individuals with MI or CMISA. The program promotes officer and public safety through the coordination of system resources for people who are accessing multiple services including hospital emergency departments, jails, and mental health crisis services. JMHCP promotes cross-discipline training for justice and treatment professionals; and facilitates communication, collaboration, and the delivery of support services among justice professionals, and treatment and related service providers. In addition, projects funded through JMHCP must address opioid abuse				

reduction.

The recipient will use funds to conduct planning activities designed to free up law enforcement time to focus on responding to violent crime and to improve officer and citizen safety during calls for service involving people with MI and CMISA. The recipient will establish an interagency workgroup including law enforcement, behavioral health, and all other major stakeholders; designate a law enforcement agency project coordinator in a position of authority to review data on performance and adherence to policies and procedures; review, and revise as needed, existing protocols to respond to people who have MI and CMISA; review, and revise as needed, existing, officer, call-taker and mental health training to manage and defuse encounters with people exhibiting MI and CMISA; assess existing behavioral care resources, identify gaps in services, and prioritize behavioral health resources for the PMHC; assess ability to track mental health-related calls for service and dispositions and develop additional capacity to analyze and track them; organize, with technical assistance, a team of collaborative project partners to travel and engage in peer to peer learning sites as part of the strategic planning process; and develop a process for reviewing and improving performance data to promote additional capacity and long-term sustainability. BJA will need to approve the “Planning and Implementation Guide” the recipient develops during the project period.

CA/NCF

Exhibit “B”

TOWNSHIP OF WEST ORANGE
WEST ORANGE POLICE DEPARTMENT

REQUEST FOR PROPOSAL

LAW ENFORCEMENT CONSULTANT-BEHAVIORAL HEALTH SPECIALIST

Submission Date:

June 14, 2019

4:00 PM

Prevailing Time

Township of West Orange *66 Main Street* West Orange, NJ 07052

973-325-4056

ADVERTISEMENT

REQUEST FOR PROPOSALS

The Township of West Orange is seeking the services of a Behavioral Health Specialist to work with crisis intervention trained law enforcement officers for the Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration Grant BJA-2018-13906. The proposal package can be obtained in person at the Township of West Orange, Purchasing Dept., Room 111, 66 Main St., West Orange, NJ 07052 during regular business hours M-F 8:30 AM – 4:30 PM or visit our website: www.westorange.org to download the RFP. Prospective consultants must provide Township with complete contact information in the event it is necessary to distribute addenda or other information related to the RFP. Any questions can be emailed to adesantis@westorange.org no later Tuesday June 11, 2019. Proposals must be clearly marked with the title of project, name and address of party submitting, to the address above. Submission date and time is Friday June 14, 2019 at 4:00 PM. It is the sole responsibility of the prospective candidate to ensure that their proposal is received prior to the advertised deadline.

Anne DeSantis
Purchasing Agent QPA

OVERVIEW

The Township of West Orange, New Jersey, is the fifth largest municipality in Essex County, with an area of 12.1 square miles, a population of approximately 47, 000 and a daytime population that swells to about 100,000. The Township is considered a suburban/urban community because of its urban rim district border with the City of Orange.

The West Orange Police Department (WOPD) has been granted funds under the FY 18 Justice and Mental Health Collaboration Program to better address persons with mental health issues (MI) or co-occurring mental illness and substance abuse (CMISA). In November 2016, WOPD collaborated with community partners and launched Operation HOPE (The Heroin-Opiate Prevention Effort). This is a voluntary program offering drug turn-in, treatment, and assistance aimed at placing those with an addiction into drug treatment instead of jail. With services offered 24 hours a day/7 days a week, anyone who comes in to turn over drugs and drug paraphernalia will not be charged with possession. Providing integrated treatment to address mental illness and opioid addiction can lead to positive outcomes such as reduced substance use and arrests. Screening at the entry point points to the criminal justice system for MI or CMISA is an imperative step.

Currently, the WOPD has an informal relationship with the staff at Psychiatric Emergency Services (PES) at RWJBarnabas Health if an individual with MI or CMISA disorder is brought to the hospital; however, there is no formal information sharing. We aim to take this existing framework to develop a two-way channel of communication. In addition, the WOPD does not have the resources needed to track key data measures such as MI or CMISA calls for service. The WOPD is only able to determine if a call involves an afflicted individual. One accepted by the hospital, outcomes could not be monitored or tracked by officers. The grant issued to the WOPD by the US Department of Justice will aid the WOPD to establish a collaborative policy and implementation including training for officers and the development of formal tracking processes to improve records and future assessments for those who encounter the justice system and are afflicted by MI or CMISA disorders.

The Township of West Orange will lead the “West Orange Justice and Health Collaboration” (JMHC) working collaboratively with the WOPD and PES at RWJBarnabas Health. With technical assistance from a Behavioral Health Specialist, the Township will develop and document a JMHC to improve officer and citizen safety during calls for those with MI or CMISA disorder. The Township will contract with a law enforcement consultant to work with the partners identified to create a “Project Team.” A Police Mental Health Coordinator will be appointed from the WOPD to lead the review of data on performance, adherence to policies, and procedures, ensure day-to-day operations are in line with the JMHC mission, and coordinate outreach and engagement with the other partners.

Law Enforcement Consultant Behavioral Health Specialist

The Behavioral Health Specialist would work with the law enforcement, conducting behavioral health, risk of release screening and connection to care on an immediate or next business day basis. The Specialist would assess the risk to the community or self. If there were significant, behavioral health issues the Specialist would make diversion recommendations regarding the need for alternative services in lieu of jail. The Specialist would act as the initial case manager pending the assignment of a longer-term case manager.

The Behavioral Health Specialist will be an integral part of the Project Team responsible for the following:

- Help Inventory existing policies and procedures for responding to those with mental illness and evaluate procedures for patient intake and response.
- Review, revise, recommend and develop policies and procedures.
- Consult with surrounding municipalities' police departments.
- Establish the data and performance measurement systems and protocols necessary for tracking relevant data for record keeping; create a database to track responses, outcomes, and train staff on data tracking procedures and database use and communications.
- Create performance evaluations for officers who have responded to a mental health related call.
- Help determine appropriate level of training for officers and training for dispatchers and general staff.
- Guide all project partners for appropriate trainings and delivery strategies; this includes frequency, duration and, level of officer training and trainings for other staff.
- Meet during planning period to ensure successful evaluation, planning, and creation of policies and an implementation plan.
- Provide formal methods for communication and collaboration to evaluate and review the data collected from calls.
- Finalize action plan and assist in guiding through implementation

Deliverables:

For purposes of this Grant Agreement, the Grantee shall produce a Final Report with the recommended policy changes, training and collaboration between the West Orange Police Department and Mental Health Partners detailing a Strategic Plan for the West Orange Police Department. They will also ensure that the Planning Guide for the Justice and Mental Health Collaboration Program Category 2: Planning for police and Mental Health Collaboration is completed.

FINAL REPORT and PLANNING GUIDE DUE DECEMBER 31, 2019. ANY EXTENSIONS MUST BE APPROVED BY THE TOWNSHIP OF WEST ORANGE AND THE BUREAU OF JUSTICE ADMINISTRATION

QUALAIFICATIONS:

The ideal candidate shall have the following qualifications:

- Licensed in the State of NJ as a LCSW or comparable professional license.
- Be familiar with reviewing and writing policies in compliance with CALEA.
- Have training in Crisis Intervention Training (CIT).
- Experience Training Police Officers.
- Experience working with Law Enforcement.
- Experience working with County Mental Health Associations.

General Requirements of Qualifications

Respondents shall submit technical qualifications, which contain the following:

1. Business name, the principal place of business, and if different, the place where services will be provided.
2. Respondents must have a minimum of five (5) years' experience.
3. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
4. A listing of all other engagements where services of the types proposed, were provided in the past. This should include other Township governments, businesses or other government entities. Contact information for references must be provided.
5. Please type your responses and include with your submission.

Cost Analysis

Respondents should submit a cost proposal that would include any proposed retainer, the services to be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rates. The Township shall in its discretion, provide a fee schedule with hourly rates depending on the nature of the matter. By submission of a proposal, you acknowledge and agree to adhere to the fee schedule.

Submission Evaluation

Each submission must satisfy the objectives and requirements detailed in this RFP. The successful respondent shall be determined by an evaluation of the total content of the qualifications submitted.

Use of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like, furnished or disclosed by the Township to the Respondent in connection with this RFQ, shall remain the property of the Township. When in tangible form, all copies of such information shall be returned to the Township upon request. Unless such information was previously known to the Respondent, free

of any obligation to keep it confidential, or has been or is subsequently made public by the Township or a third party, it shall be held in confidence by the Respondent, shall be used only for the purposes of this RFQ and shall not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

General Terms and Conditions

1. The Township reserves the right to reject any or all submissions, if necessary, or waive any informality in the submission.
2. In case of failure by the successful Respondent, the Township may procure the articles or services from other sources, deduct the cost of the replacement from money due the Respondent under the contract and hold the Respondent responsible for any excess cost.
3. The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional, and Automobile Liability.
4. Township assumes no responsibility for submissions received after designated date and time due.
5. By submission of qualifications, the Respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark, or copyright.
6. The successful Respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Township harmless.
8. No Respondent shall influence, or attempt to influence, or cause to be influenced, any Township Officer or employee to use their official capacity in any manner.
9. No Respondent shall cause or influence, or attempt to cause influence, any Township Officer or employee to use their capacity to secure unwarranted privileges or advantages for the Respondent.
10. Should any differences arise between the contracting parties as the meaning or intent of these instructions or specifications, the Townships decision shall be final and conclusive.
11. The Township shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its request for consideration.
12. All necessary forms required by this RFP shall be completed and submitted as part of this submission.

Instructions for Submission

Please submit one original and one copy.

Designated Contact Person:

Anne DeSantis, Purchasing Agent, RPPO, QPA
Township of West Orange
66 Main Street
West Orange, NJ 07052

Submissions must be received by the Township by Friday June 14, 2019 at 4:00 P.M. Preferred delivery methods are US mail or hand delivery. Facsimile or electronic delivery will not be accepted.

BIDDER'S CHECK LIST Mandatory Items

- * Iranian Disclosure Statement _____
- * Business Registration Certificate _____
- * Affirmative Action Compliance
Notice _____
- * Non-Collision Form _____
- * Proposal Form _____
- * Business Entity Disclosure _____
- * Addenda Acknowledgement _____

Please provide one additional copy of submission.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Please check statement response

- ___ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ___ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the “New Jersey Prevailing Wage Act”, P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A. C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER CAN BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
Yes _____ (If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder..

Date:

(Signature)

(Name and Title)

(Company Name)

(Address)

Subscribed and sworn to before me

this _____ day of _____, 20____

Notary Seal

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company or Individual Name

Federal I.D. # or Social Security #

Address

Signature

Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Required pursuant to N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract in the one year period preceding the date a award by this governing body, to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of West Orange as defined pursuant to N.J.S.A. 19:44A-3 (p), (q) and (r).

Elected Official

Political/Candidate Committee(s)

- | | |
|---|---|
| ☐ Mayor Robert D. Parisi | Election Fund of Mayor Robert D. Parisi |
| ☐ Councilman Jerry Guarino | Election Fund of Jerry Guarino |
| ☐ Councilwoman Susan McCartney | Election Fund of Susan McCartney |
| ☐ Councilwoman Cindy Matute-Brown | Election Fund of Cindy Matute-Brown |
| ☐ Councilman Joe Krakoviak | Election Fund of Joe Krakoviak |
| ☐ Councilwoman Michelle Casalino | Election Fund of Michelle Casalino |
| ☐ West Orange Democratic County Committee | |

Part II – Ownership Disclosure Certification

____ I certify that the list below contains the names and home addresses of all owners holding _____ 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of entity:

____ Partnership ____ Corporation ____ Sole Proprietorship ____ Subchapter S Corporation

____ Limited Partnership ____ Limited Liability Company ____ Limited Liability Partnership

Name of Stock or Shareholder

Home Address

_____	_____
_____	_____
_____	_____
_____	_____

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signature of Affiant: _____ Title: _____

Printed Name of Affiant: _____

Subscribed and sworn before me this _____ day of _____, 2____.

My Commission expires: _____
(Attested by)

(seal)

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Exhibit “C”



LAW ENFORCEMENT CONSULTANT– BEHAVIORAL HEALTH SPECIALIST

TOWNSHIP OF WEST ORANGE
WEST ORANGE POLICE DEPARTMENT
REQUEST FOR PROPOSAL



Submitted by:

CAVANAUGH & KEENAN, LLC
2 Eckhardt Terrace North Arlington, NJ 07031
(201) 390 – 4829

June 14, 2019

Proposal to the Township of West Orange to provide services as a Law Enforcement Consultant – Behavioral Health Specialist for the Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration Grant BJA – 2018 – 13906

Contents

I.	Description of Cavanaugh & Keenan, LLC.....	2
II.	Team Members.....	3,4
III.	Narrative Statement.....	5
IV.	Cost Analysis.....	6
V.	References.....	7

Attachments

A.	Bidder's Check List Mandatory Items	See RFP page 10
B.	Disclosure of Investment Activities in Iran	See RFP page 11
C.	Business Registration Certificate	See RFP page 12
D.	Affirmative Action Compliance Notice	See RFP page 13
E.	Affidavit of Non-Collision Form	See RFP page 14
F.	Bid Proposal Form	See RFP page 17
G.	Business Entity Disclosure Certification	See RFP page 18
H.	Addenda Acknowledgement	See RFP page 19
I.	Resumes	
I-1	• Richard Cavanaugh	
I-2	• Patricia A. Keenan	

I. Description of Cavanaugh & Keenan, LLC

Cavanaugh & Keenan, LLC began as a collaboration between a Mental Health Professional, Patricia A. Keenan, MSW, LCSW and a Law Enforcement Officer, Lieutenant Richard Cavanaugh (Ret.) to bridge the gap between Mental Health and Law Enforcement systems. As a result of the partnership, the Crisis Intervention Team (CIT) was developed in Essex County, New Jersey. The Crisis Intervention Team (CIT) is a program that educates Law Enforcement Officers and Mental Health Professionals on appropriate techniques to respond to an individual in a psychiatric crisis. The intended outcome of these interventions is to minimize the potential for injury and direct individuals to appropriate services.

Cavanaugh and Keenan possess the specific expertise and experience with direct relevance to many of the key issues for the Law Enforcement Consultant and Behavioral Health Specialist for the Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration Grant.

For over twenty-five years, Richard Cavanaugh and Patricia Keenan have been responsible for developing, implementing, expanding, evaluating and operating behavioral health and law enforcement organizations.

Through collaboration and engagement with community stakeholders, Cavanaugh & Keenan, LLC established solid working partnerships with organizations such as, Clara Maass Medical Center, East Orange General Hospital, Newark Beth Israel Medical Center, The Mental Health Association of Essex and Morris County, Northwest Essex Community Healthcare Network, Main St. Counseling Center and Essex County's Mental Health Administrator.

Having established relationships with Mental Health Stakeholders, Cavanaugh & Keenan, LLC next forged relationships with every law enforcement agency in Essex County, as well as the Essex County Probation Department and the Essex County Correctional Facility to provide Crisis Intervention Team Training. In addition to the Essex County affiliations, relationships were created with the United States Postal Inspection Service, New Jersey Transit Police, Rutgers University Police, NJIT Police, Montclair State University Police, the Federal Air Marshall Service, New Jersey State Police and the United States Secret Service.

Cavanaugh & Keenan, LLC have partnered with the Essex County Public Safety Academy and the New Jersey Transit Police Department Counter-Terrorism Training Facility to provide high quality Crisis Intervention Team (CIT) Training. Since 2013, these stakeholders have worked continuously with Cavanaugh & Keenan, LLC in facilitating Crisis Intervention Team (CIT) Training to over 500 Law Enforcement and Mental Health Professionals throughout Essex County.

II. TEAM MEMBERS

Lt. Richard Cavanaugh (Ret.)

Richard Cavanaugh retired in good standing from the Montclair Police Department after almost twenty-seven years of service. Career positions include:

- Patrolman
- Community Policing
- Anti-Street Crime Task Force Member
- Crime Scene Investigator
- Hostage Negotiator
- Patrol Sergeant
- Patrol Lieutenant
- Record and Identification Bureau Commander
- PTC Instructor

Lt. Cavanaugh (Ret.) seeing a need for a better Law Enforcement approach to people with a Mental Illness took the initiative and developed and implemented Crisis Intervention Team (CIT) Training in Essex County New Jersey.

As such he held the following positions:

- The First Law Enforcement Coordinator for CIT in Essex County
- Elected Board Member of CIT International

Lt. Cavanaugh (Ret.) while serving on the Board of Directors of CIT International was also instrumental in reviewing and recommending changes to the National Curriculum for CIT. In addition to providing a national curriculum through Bureau of Justice Assistance, CIT International, through conference networking, provides local agencies a format to discuss and investigate various ways to provide data and performance measurement systems and protocols.

As the Commander of the Montclair Police Department Record and Identification Bureau, Lt. Cavanaugh (Ret.) worked with several Record Management Systems. During his tenure as the Bureau Commander, he instituted several systems for tracking and analyzing data, as well as collecting and evaluating data for UCR and NBIRS.

While working at the Montclair Police Department, Lt. Richard Cavanaugh (Ret.) reviewed and revised the Mental Health Policy and Procedure for the Montclair Police Department for the purpose of CALEA certification.

Lt. Cavanaugh (Ret.) as a private contractor has assisted in analyzing and then based upon the outcomes of the analysis provided training to Hackensack Meridian Health staff and Alert Ambulance employees.

Patricia A. Keenan, MSW, LCSW

Patricia A. Keenan is a licensed clinical social worker (LCSW) with over twenty-five years of experience concentrating in mental health and substance abuse. She is currently the Deputy Director of Essex County Hospital Center (EHC) in Cedar Grove, New Jersey, where she oversees the daily administrative and clinical operations of the 180 bed-hospital. Throughout her career, she has worked in a variety of hospital and community-based programs in the following capacities:

- Case Manager
- Advocate
- Clinician
- Trainer
- Supervisor
- Director

Ms. Keenan saw a disconnect between mental health and law enforcement which led her to the development of the Crisis Intervention Team (CIT) in Essex County. She became the Mental Health Coordinator for this initiative.

In an effort to do more, Ms. Keenan partnered with the Essex County Prosecutor's Office in the development, planning and implementation of the Essex County Mental Health Diversion Program. The program diverts individuals who interface with the criminal justice system as a direct result of their mental illness to appropriate mental health treatment. Ms. Keenan oversees the mental health component of this program.

Ms. Keenan has presented nationally in Chicago, Illinois at the CIT International Conference on "Are We Speaking the Same Language?" A presentation on effective communication between Mental Health and Law Enforcement Professionals.

After evaluating staff competency and training programs at the hospital, Ms. Keenan and her team implemented Essex County Hospital Center's Therapeutic Options Program. She now coordinates this program which trains staff to safely handle patients in a behavioral health crisis.

Ms. Keenan's knowledge and expertise in policy and procedure evaluation, resulted in her active participation in the review and revision of Mental Health Policies for the Essex County Correctional Facility (ECCF).

Throughout her career, Ms. Keenan has provided consultation, program development and evaluation, strategic planning and staff training for law enforcement and mental health professionals.

Additional background and relevant experience for each team member can be reviewed on the attached resumes.

III. Narrative Statement

A. Initiating Services

Upon being awarded the contract for services, Cavanaugh & Keenan, LLC will be immediately ready and prepared to initiate consulting activities for the Law Enforcement Consultant and Behavioral Health Specialist for the Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration Grant BJA-2018-13906. Our previous experiences have already put relationships in place between Cavanaugh & Keenan, LLC and Mental Health Professionals and Organizations, as well as surrounding municipal police departments in Essex County. Upon project inception, Cavanaugh & Keenan, LLC will coordinate with the West Orange Law Enforcement Coordinator to:

- Establish a working relationship with the Law Enforcement Coordinator.
- Obtain material to review existing policies and procedures for responding to those with mental illness.
- Discuss preparatory material in order to establish areas for improvement.
- Become familiar with the Record Management System used by West Orange Police Department.
- Develop a schedule for activities and processes to ensure smooth operations in accordance with the grant timeline.
- Establish an initial set of goals/objectives and milestones for the project.
- Identify follow-up reporting mechanisms and timeframes.

Off-site consultant activities will include:

- Meeting with Municipal Police Departments.
- Engaging with Mental Health Partners.
- Arranging meetings with Mental Health Organizations and Law Enforcement Agencies.
- Preparation of performance evaluation documentation.
- Documentation preparation for formal methods to review data collection.
- Formulation of final action plan.

IV. Cost Analysis

The total cost of this proposal is **\$36,000**. This includes:

- All on-site consulting.
- Off-site work by the consultant in performing data analysis, document review, report writing and meetings.
- Ancillary costs such as office supplies, travel and administrative expenses.
- Any additional services not specifically included in the proposed scope of services and lump sum cost will be billed at an hourly rate of \$ 125.00.

V. References

John Wallschlager
President
Gold Stripe Consulting, LLC
4209 County Road
Oshkosh, Wisconsin 54904
Phone: [REDACTED]
e-mail: [REDACTED]

Dara Rampersad
BluePaz, LLC
8808 North Central Ave
Phoenix, Arizona 85020
Phone: [REDACTED]
e-mail: [REDACTED]

Joseph Scarpelli, D.C.
Essex County Mental Health Administrator
204 Grove Avenue
Cedar Grove, New Jersey 07009
Phone: [REDACTED]
e-mail: [REDACTED]

Nadine Venezia, LSW
Chief Operating Officer
Mental Health Association of Essex and Morris
80 Main Street, Suite 370
West Orange, New Jersey 07052
Phone: [REDACTED]
e-mail: [REDACTED]

BIDDER'S CHECK LIST Mandatory Items

- | | | |
|---|--------------------------------------|-------------|
| * | Iranian Disclosure Statement | <u>(PA)</u> |
| * | Business Registration Certificate | <u>(PA)</u> |
| * | Affirmative Action Compliance Notice | <u>(PA)</u> |
| * | Non-Collision Form | <u>(PA)</u> |
| * | Proposal Form | <u>(PA)</u> |
| * | Business Entity Disclosure | <u>(PA)</u> |
| * | Addenda Acknowledgement | <u>(PA)</u> |

Please provide one additional copy of submission.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRANProposer: CAVANAUGH & KEENAN, LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Please check statement response

☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and

☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): PAULINE A. KEENAN Signature: Pauline Keenan

Title: PRESIDENT / OWNER Date: JUNE 13, 2019

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

CAVANAUGH & KEENAN LLC

ADDRESS:

2 ECKHARDT TERRACE
NORTH ARLINGTON NJ 07042-0704

EFFECTIVE DATE:

06/04/19

TRADE NAME:

SEQUENCE NUMBER:

2351163

ISSUANCE DATE:

06/04/19

James J. Quinonez
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-06) D205840V

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)
If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER CAN BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.) ☒ No

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ (If yes, submit a copy of such approval.) ☒ No * Form AA302 completed-see attached

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY:

CAVANAUGH + KEENAN, LLC

NAME:

PATRICIA A. KEENAN

SIGNATURE:

[Signature]

TITLE:

PRESIDENT/OWNER

State of New Jersey
Division of Public Contracts Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

ATTACHMENT
D

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 	2. TYPE OF BUSINESS ☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 2
4. COMPANY NAME Cavanaugh & Keenan, LLC		
5. STREET 2 Eckhardt Terrace	CITY North Arlington	COUNTY Bergen
	STATE NJ	ZIP CODE 07031
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 2		
10. PUBLIC AGENCY AWARDDING CONTRACT Township of West Orange	CITY West Orange	COUNTY Essex
	STATE NJ	ZIP CODE 07052
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	All Employees		PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
			***** MALE *****						***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	2	1	1	0	0	0	0	1	0	0	0	0	1
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	1	1	0	0	0	0	1	0	0	0	0	1
Total employment From previous Report (if any)													
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
Visual

14. IS THIS THE FIRST Employee Information Report Submitted?

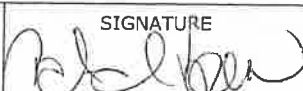
15. IF NO, DATE LAST REPORT SUBMITTED

13. DATES OF PAYROLL PERIOD USED
FROM: TBD

TO: TBD

☒ YES ☐ NO

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Patricia A. Keenan	SIGNATURE 	TITLE President/Owner	DATE 6/14/19
--	--	--------------------------	-----------------

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Date: JUNE 13, 2019

Patricia A. Keenan
(Signature)

PATRICIA A. KEENAN - PRESIDENT/OWNER
(Name and Title)

CAVANAGH + KEENAN, LLC
(Company Name)

2 Eckhardt Terrace North Arlington, NJ 07031
(Address)

Subscribed and sworn to before me

this 13 day of June, 2019

Notary Seal

DANA MANGRELLA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2414166
My Commission Expires 11/1/2021

BID PROPOSAL FORM

LAW ENFORCEMENT CONSULTANT - Behavioral Health Specialist
(Contract Title and Bid Number, if applicable)

A Behavioral Health Specialist to work with crisis intervention
trained law enforcement officers.

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP specification and made part hereof:

Thirty six thousand Dollars
Amount in words

\$ 36,000.00
Amount in numbers

CAVANAUGH + KEENAN, LLC
Company or Individual Name

[REDACTED]
Federal I.D. # or Social Security #

2 Eckhardt Terrace North Arlington NJ 07031
Address

Patricia Keenan
Signature

PATRICIA A. KEENAN
Print Name

Title: PRESIDENT / OWNER

[REDACTED]
Telephone Number

JUNE 13, 2019
Date

[REDACTED]
Fax Number

[REDACTED]
E-mail address

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Required pursuant to N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the CAVANAUGH KEENEY, LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract in the one year period preceding the date a award by this governing body, to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of West Orange as defined pursuant to N.J.S.A. 19:44A-3 (p), (q) and (r).

Elected Official	Political/Candidate Committee(s)
-------------------------	---

- | | |
|---|---|
| o Mayor Robert D. Parisi | Election Fund of Mayor Robert D. Parisi |
| o Councilman Jerry Guarino | Election Fund of Jerry Guarino |
| o Councilwoman Susan McCartney | Election Fund of Susan McCartney |
| o Councilwoman Cindy Matute-Brown | Election Fund of Cindy Matute-Brown |
| o Councilman Joe Krakoviak | Election Fund of Joe Krakoviak |
| o Councilwoman Michelle Casalino | Election Fund of Michelle Casalino |
| o West Orange Democratic County Committee | |

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding more of the issued and outstanding stock of the undersigned. 10% or

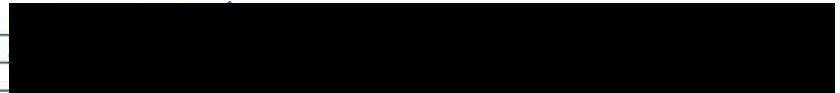
Check the box that represents the type of entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Company ☐ Limited Liability Partnership

Name of Stock or Shareholder

Home Address

Patricia A. Keenev
Richard Cavanaugh



Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CAVANAUGH KEENEY, LLC

Signature of Affiant: Patricia Keenev Title: President/Owner

Printed Name of Affiant: PATRICIA A. KEENEV

Subscribed and sworn before me this 13 day of June, 2019.

My Commission expires: Dana Mangrella
(Attested by)

DANA MANGRELLA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2414166
My Commission Expires 11/1/2021

(seal)

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

☒ No addenda was received.

Acknowledged for: CAVANAUGH + KEENAN, LLC
(Company Name)

By: Pat Keenan
(Signature of Authorized Representative)

Name: Patricia A. Keenan
(Print)

Title: President / Owner

Date: JUNE 13, 2019

Richard Cavanaugh

Executive Profile

Retired Police Lieutenant and current Crisis Intervention Team (CIT) Certified Coordinator offering outstanding presentation, organizational, communication and multi-disciplinary team management skills. High energy, result oriented leader with an entrepreneurial attitude.

Skill Highlights

- Proficient in Policy /Procedure Development
- Expert Curriculum Writing Skills
- CALEA Compliance Familiarity
- Data Analysis
- Negotiation/Mediation Expert
- Proven Management/Leadership Skills
- Self-Motivated
- Adept Communication Skills

Professional

Cavanaugh & Keenan, LLC

June 2019 to Current

Vice President/ Co-Owner

- Cofounder of consulting and management organization providing strategic planning and systems analysis for behavioral health and law enforcement agencies.
- Provides development, implementation and evaluation of an organizations services.
- Assesses training needs and develops programs to meet those needs.
- Evaluates outcome of training sessions and maintains records.

Essex County Hospital Center

August 2018 to Current

Analyst

- Reviews, interprets and evaluates data, contracts and regulations.
- Collects and compiles data to complete analytical studies.
- Reviews and evaluates administrative practices, organizational structure, operating systems and provides recommendations for development.

Essex County Crisis Intervention Team (CIT)

April 2010 to Current

Law Enforcement Coordinator

- Develops curriculum.
 - Consults with Municipal, State and Federal Agencies to further develop CIT training.
 - Strengthens the implementation of Crisis Intervention Team training within Essex County.
 - Relationship building between Mental Health Professionals, Law Enforcement Agencies and the Community.
-

Essex County Public Safety Academy

March 2011 to Current

Instructor

- Instructs new recruits in specific subjects.
- Creates curriculum in accordance to PTC Guidelines.

Montclair Police Department

July 1992 to February 2019

Police Lieutenant

- Ensured Staffing
- Implemented Training Programs
- Record and Identification Bureau Commander 14 years
- Provided Data Analysis to enhance patrol operations
- Reviewed Policies and Procedures
- Supervised Staff
- Patrol Watch Commander 3 years
- Created Mental Health Initiative

Crisis Intervention Team (CIT) International

January 2016 to December 2018

Elected Member - Board of Directors

- Developed new website and migrated data between old and new site.
- Reviewed and revised National curriculum for Crisis Intervention Team training.
- Chairman of the Branding and Communications Committee.
- Elected Treasurer.

Education**B.A. Psychology**

2011

Thomas Edison State College - Trenton, New Jersey

Certifications**Crisis Intervention Certified Coordinator**

2016

CIT International Chicago, Illinois

- Certified by CIT International
- Lessons in leadership and how to effectively manage implementation of the Memphis Model core elements

Police Response: De-Escalation Techniques to Individuals with Special Needs/Mental Health Issues – Train the Trainer

2016

N.J. Division of Criminal Justice

- Training in De-escalation

Security Officers Registration Act Instructor

2013

NJSP ROIC

- Principles of Adult Education Teaching Techniques in Various Subjects

Civil Mediation

2012

NJAPM sponsored at the Rutgers Business School – New Brunswick, New Jersey

- Instruction in Civil Mediation techniques
- Guidelines in Case management

Certification of Instruction, Methods of Instruction

2011

Essex County Public Safety Academy

- Course work in adult education methods of instruction

Crisis Intervention Team Training

2010

Crisis Intervention Training Center for Excellence – Camden, New Jersey

- Education in the identification of mental illness, PTSD and substance abuse

Core Accomplishments

Essex County Crisis Intervention Team (CIT) Program

- Co-Founded the Crisis Intervention Team for Essex County New Jersey.
- Developed Curriculum for the training.
- Engaged the Community, Mental Health Professionals and Law Enforcement Agencies in developing, planning and execution of the program.
- Analyzed data from sequential mapping to support the need for CIT in Essex County.

CIT International

- Created new website utilizing proprietary software.
- Migrated data from previous server.
- Analyzed data for the purpose of purging, retention and accuracy.

Awards and Honors

New Jersey Governor's Council on Mental Health Stigma 2017 Ambassador Award 2017

Essex County Board of Chosen Freeholders Proclamation for Mental Health Stigma 2016

NJ State PBA Meritorious B

9 Life Saving Awards

PATRICIA A. KEENAN, MSW, LCSW

Executive Profile

Healthcare executive and team leader with a focus on developing high standards of practice, evaluating for effectiveness and implementing necessary changes to programs and policies. Engaging communicator and relationship builder with expertise in organizational planning, contract negotiations, team development and administrative efficiency.

Skill Highlights

- Strategic Planning & Execution
- Staff Training & Development
- Budgeting & Fiscal Oversight
- Issue Analysis & Resolution
- Operations Management
- Hands-on Leader
- Union Environment Relationship
- Program Development

Professional Experience

Cavanaugh & Keenan, LLC

President/Owner

2019 to Present

- Cofounder of consulting and management organization providing strategic planning and systems analysis for behavioral health and law enforcement agencies.
- Provides development, implementation and evaluation of organizations services.
- Assesses training needs and develops programs to meet those needs.
- Evaluates outcomes of training sessions and maintains records.

Essex County Hospital Center

Deputy Director

2003 to Present

- Administrative and clinical oversight of 180 bed inpatient psychiatric hospital, including over 350 full-time, part-time and per-diem staff.
- Reviews and evaluates Hospital policies and procedures and develops standards for methods of measurement of hospital services.
- Develops and assesses the organizational structures and management systems of the hospital.
- Assists in establishing clinical and administrative standards, objectives and policies for program services in accordance with hospital policies, state and national standards and licensing and certification standards.
- Responsible for development and implementation of both short and long term goals, policies and plans for the hospital.
- Promotes good relations with a variety of groups/individuals, including patients, staff, other hospitals, professional societies, unions, courts, law enforcement and community organizations.
- Develops staff training programs and evaluates staff performance and competency.
- Oversight of the Mental Health component of the Essex County Mental Health Diversion Program.

**Borough of Caldwell, New Jersey
County Liaison**

2015 to Present

- Develops and fosters relationships with the Mayor and Council, Borough residents, stakeholders and other entities in the community.
- Proactively resolves conflicts and addresses issues that may occur between the Borough and the County.
- Promptly responds to incidents and other events as necessary.

**Essex County Crisis Intervention Team (CIT)
Mental Health Coordinator**

2013 to Present

- Responsible for strategic planning, program growth and implementation of the County Crisis Intervention Team.
- Consults with Local, County, State and Federal Agencies to further develop CIT training.
- Fosters the relations between Mental Health and Law Enforcement Professionals and the Community to ensure positive outcomes.

**Bergen Regional Medical Center
Program Director/Director of Social Work**

1997 to 2002

- Administered, directed and coordinated adult behavioral health and addiction inpatient services.
- Responsible for the development, implementation and evaluation of patient care services for the Behavioral Health Division.
- Managed admissions and discharges of 307 acute and intermediate psychiatric inpatient beds.
- Provided clinical and administrative leadership to the Social Work Department.
- Coordinated survey processes and prepared reports for the Hospital including The Joint Commission, Division of Mental Health and Addiction Services and Centers for Medicare & Medicaid Services.

Education

Rutgers, The State University of New Jersey, New Brunswick, New Jersey

- Master of Social Work, 1993

Siena College, Loudonville, New York

- Bachelor of Arts – Psychology, 1991

License/Certifications

- Licensed Clinical Social Worker (LCSW) – New Jersey
- National Association of Social Workers - Academy of Certified Social Workers (ACSW)
- Crisis Intervention Team (CIT) International Certified Coordinator
- New Jersey "Police Response: De-Escalation Techniques to Individuals with Special Needs/Mental Health Issues" – Train-the-Trainer
- Crisis Intervention Team (CIT) Certified
- Therapeutic Options Trainer/Instructor

Exhibit “D”

**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 “JMHCP”); 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 JMHCP 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 JMHCP; 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.

“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.

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.

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.

Execution Copy

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.

Execution Copy

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.

By:_____

Exhibit “A”

TOWNSHIP OF WEST ORANGE
WEST ORANGE POLICE DEPARTMENT

REQUEST FOR PROPOSAL

LAW ENFORCEMENT CONSULTANT-BEHAVIORAL HEALTH SPECIALIST

Submission Date:

June 14, 2019

4:00 PM

Prevailing Time

Township of West Orange *66 Main Street* West Orange, NJ 07052

973-325-4056

ADVERTISEMENT

REQUEST FOR PROPOSALS

The Township of West Orange is seeking the services of a Behavioral Health Specialist to work with crisis intervention trained law enforcement officers for the Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration Grant BJA-2018-13906. The proposal package can be obtained in person at the Township of West Orange, Purchasing Dept., Room 111, 66 Main St., West Orange, NJ 07052 during regular business hours M-F 8:30 AM – 4:30 PM or visit our website: www.westorange.org to download the RFP. Prospective consultants must provide Township with complete contact information in the event it is necessary to distribute addenda or other information related to the RFP. Any questions can be emailed to adesantis@westorange.org no later Tuesday June 11, 2019. Proposals must be clearly marked with the title of project, name and address of party submitting, to the address above. Submission date and time is Friday June 14, 2019 at 4:00 PM. It is the sole responsibility of the prospective candidate to ensure that their proposal is received prior to the advertised deadline.

Anne DeSantis
Purchasing Agent QPA

OVERVIEW

The Township of West Orange, New Jersey, is the fifth largest municipality in Essex County, with an area of 12.1 square miles, a population of approximately 47, 000 and a daytime population that swells to about 100,000. The Township is considered a suburban/urban community because of its urban rim district border with the City of Orange.

The West Orange Police Department (WOPD) has been granted funds under the FY 18 Justice and Mental Health Collaboration Program to better address persons with mental health issues (MI) or co-occurring mental illness and substance abuse (CMISA). In November 2016, WOPD collaborated with community partners and launched Operation HOPE (The Heroin-Opiate Prevention Effort). This is a voluntary program offering drug turn-in, treatment, and assistance aimed at placing those with an addiction into drug treatment instead of jail. With services offered 24 hours a day/7 days a week, anyone who comes in to turn over drugs and drug paraphernalia will not be charged with possession. Providing integrated treatment to address mental illness and opioid addiction can lead to positive outcomes such as reduced substance use and arrests. Screening at the entry point points to the criminal justice system for MI or CMISA is an imperative step.

Currently, the WOPD has an informal relationship with the staff at Psychiatric Emergency Services (PES) at RWJBarnabas Health if an individual with MI or CMISA disorder is brought to the hospital; however, there is no formal information sharing. We aim to take this existing framework to develop a two-way channel of communication. In addition, the WOPD does not have the resources needed to track key data measures such as MI or CMISA calls for service. The WOPD is only able to determine if a call involves an afflicted individual. One accepted by the hospital, outcomes could not be monitored or tracked by officers. The grant issued to the WOPD by the US Department of Justice will aid the WOPD to establish a collaborative policy and implementation including training for officers and the development of formal tracking processes to improve records and future assessments for those who encounter the justice system and are afflicted by MI or CMISA disorders.

The Township of West Orange will lead the “West Orange Justice and Health Collaboration” (JMHC) working collaboratively with the WOPD and PES at RWJBarnabas Health. With technical assistance from a Behavioral Health Specialist, the Township will develop and document a JMHC to improve officer and citizen safety during calls for those with MI or CMISA disorder. The Township will contract with a law enforcement consultant to work with the partners identified to create a “Project Team.” A Police Mental Health Coordinator will be appointed from the WOPD to lead the review of data on performance, adherence to policies, and procedures, ensure day-to-day operations are in line with the JMHC mission, and coordinate outreach and engagement with the other partners.

Law Enforcement Consultant Behavioral Health Specialist

The Behavioral Health Specialist would work with the law enforcement, conducting behavioral health, risk of release screening and connection to care on an immediate or next business day basis. The Specialist would assess the risk to the community or self. If there were significant, behavioral health issues the Specialist would make diversion recommendations regarding the need for alternative services in lieu of jail. The Specialist would act as the initial case manager pending the assignment of a longer-term case manager.

The Behavioral Health Specialist will be an integral part of the Project Team responsible for the following:

- Help Inventory existing policies and procedures for responding to those with mental illness and evaluate procedures for patient intake and response.
- Review, revise, recommend and develop policies and procedures.
- Consult with surrounding municipalities' police departments.
- Establish the data and performance measurement systems and protocols necessary for tracking relevant data for record keeping; create a database to track responses, outcomes, and train staff on data tracking procedures and database use and communications.
- Create performance evaluations for officers who have responded to a mental health related call.
- Help determine appropriate level of training for officers and training for dispatchers and general staff.
- Guide all project partners for appropriate trainings and delivery strategies; this includes frequency, duration and, level of officer training and trainings for other staff.
- Meet during planning period to ensure successful evaluation, planning, and creation of policies and an implementation plan.
- Provide formal methods for communication and collaboration to evaluate and review the data collected from calls.
- Finalize action plan and assist in guiding through implementation

Deliverables:

For purposes of this Grant Agreement, the Grantee shall produce a Final Report with the recommended policy changes, training and collaboration between the West Orange Police Department and Mental Health Partners detailing a Strategic Plan for the West Orange Police Department. They will also ensure that the Planning Guide for the Justice and Mental Health Collaboration Program Category 2: Planning for police and Mental Health Collaboration is completed.

FINAL REPORT and PLANNING GUIDE DUE DECEMBER 31, 2019. ANY EXTENSIONS MUST BE APPROVED BY THE TOWNSHIP OF WEST ORANGE AND THE BUREAU OF JUSTICE ADMINISTRATION

QUALAIFICATIONS:

The ideal candidate shall have the following qualifications:

- Licensed in the State of NJ as a LCSW or comparable professional license.
- Be familiar with reviewing and writing policies in compliance with CALEA.
- Have training in Crisis Intervention Training (CIT).
- Experience Training Police Officers.
- Experience working with Law Enforcement.
- Experience working with County Mental Health Associations.

General Requirements of Qualifications

Respondents shall submit technical qualifications, which contain the following:

1. Business name, the principal place of business, and if different, the place where services will be provided.
2. Respondents must have a minimum of five (5) years' experience.
3. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
4. A listing of all other engagements where services of the types proposed, were provided in the past. This should include other Township governments, businesses or other government entities. Contact information for references must be provided.
5. Please type your responses and include with your submission.

Cost Analysis

Respondents should submit a cost proposal that would include any proposed retainer, the services to be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rates. The Township shall in its discretion, provide a fee schedule with hourly rates depending on the nature of the matter. By submission of a proposal, you acknowledge and agree to adhere to the fee schedule.

Submission Evaluation

Each submission must satisfy the objectives and requirements detailed in this RFP. The successful respondent shall be determined by an evaluation of the total content of the qualifications submitted.

Use of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like, furnished or disclosed by the Township to the Respondent in connection with this RFQ, shall remain the property of the Township. When in tangible form, all copies of such information shall be returned to the Township upon request. Unless such information was previously known to the Respondent, free

of any obligation to keep it confidential, or has been or is subsequently made public by the Township or a third party, it shall be held in confidence by the Respondent, shall be used only for the purposes of this RFQ and shall not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

General Terms and Conditions

1. The Township reserves the right to reject any or all submissions, if necessary, or waive any informality in the submission.
2. In case of failure by the successful Respondent, the Township may procure the articles or services from other sources, deduct the cost of the replacement from money due the Respondent under the contract and hold the Respondent responsible for any excess cost.
3. The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional, and Automobile Liability.
4. Township assumes no responsibility for submissions received after designated date and time due.
5. By submission of qualifications, the Respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark, or copyright.
6. The successful Respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Township harmless.
8. No Respondent shall influence, or attempt to influence, or cause to be influenced, any Township Officer or employee to use their official capacity in any manner.
9. No Respondent shall cause or influence, or attempt to cause influence, any Township Officer or employee to use their capacity to secure unwarranted privileges or advantages for the Respondent.
10. Should any differences arise between the contracting parties as the meaning or intent of these instructions or specifications, the Townships decision shall be final and conclusive.
11. The Township shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its request for consideration.
12. All necessary forms required by this RFP shall be completed and submitted as part of this submission.

Instructions for Submission

Please submit one original and one copy.

Designated Contact Person:

Anne DeSantis, Purchasing Agent, RPPO, QPA
Township of West Orange
66 Main Street
West Orange, NJ 07052

Submissions must be received by the Township by Friday June 14, 2019 at 4:00 P.M. Preferred delivery methods are US mail or hand delivery. Facsimile or electronic delivery will not be accepted.

BIDDER’S CHECK LIST Mandatory Items

- * Iranian Disclosure Statement _____
- * Business Registration Certificate _____
- * Affirmative Action Compliance
Notice _____
- * Non-Collision Form _____
- * Proposal Form _____
- * Business Entity Disclosure _____
- * Addenda Acknowledgement _____

Please provide one additional copy of submission.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Please check statement response

- ☐ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☐ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the “New Jersey Prevailing Wage Act”, P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A. C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER CAN BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
Yes _____ (If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder..

Date:

(Signature)

(Name and Title)

(Company Name)

(Address)

Subscribed and sworn to before me

this _____ day of _____, 20____

Notary Seal

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company or Individual Name

Federal I.D. # or Social Security #

Address

Signature

Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Required pursuant to N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract in the one year period preceding the date a award by this governing body, to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of West Orange as defined pursuant to N.J.S.A. 19:44A-3 (p), (q) and (r).

Elected Official

Political/Candidate Committee(s)

- | | |
|---|---|
| ☐ Mayor Robert D. Parisi | Election Fund of Mayor Robert D. Parisi |
| ☐ Councilman Jerry Guarino | Election Fund of Jerry Guarino |
| ☐ Councilwoman Susan McCartney | Election Fund of Susan McCartney |
| ☐ Councilwoman Cindy Matute-Brown | Election Fund of Cindy Matute-Brown |
| ☐ Councilman Joe Krakoviak | Election Fund of Joe Krakoviak |
| ☐ Councilwoman Michelle Casalino | Election Fund of Michelle Casalino |
| ☐ West Orange Democratic County Committee | |

Part II – Ownership Disclosure Certification

____ I certify that the list below contains the names and home addresses of all owners holding _____ 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of entity:

____ Partnership ____ Corporation ____ Sole Proprietorship ____ Subchapter S Corporation

____ Limited Partnership ____ Limited Liability Company ____ Limited Liability Partnership

Name of Stock or Shareholder

Home Address

_____	_____
_____	_____
_____	_____
_____	_____

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signature of Affiant: _____ Title: _____

Printed Name of Affiant: _____

Subscribed and sworn before me this _____ day of _____, 2____.

My Commission expires: _____
(Attested by)

(seal)

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and intial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Exhibit “B”



LAW ENFORCEMENT CONSULTANT– BEHAVIORAL HEALTH SPECIALIST

TOWNSHIP OF WEST ORANGE
WEST ORANGE POLICE DEPARTMENT
REQUEST FOR PROPOSAL



Submitted by:

CAVANAUGH & KEENAN, LLC
2 Eckhardt Terrace North Arlington, NJ 07031
(201) 390 – 4829

June 14, 2019

Proposal to the Township of West Orange to provide services as a Law Enforcement Consultant – Behavioral Health Specialist for the Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration Grant BJA – 2018 – 13906

Contents

I.	Description of Cavanaugh & Keenan, LLC.....	2
II.	Team Members.....	3,4
III.	Narrative Statement.....	5
IV.	Cost Analysis.....	6
V.	References.....	7

Attachments

A.	Bidder's Check List Mandatory Items	See RFP page 10
B.	Disclosure of Investment Activities in Iran	See RFP page 11
C.	Business Registration Certificate	See RFP page 12
D.	Affirmative Action Compliance Notice	See RFP page 13
E.	Affidavit of Non-Collision Form	See RFP page 14
F.	Bid Proposal Form	See RFP page 17
G.	Business Entity Disclosure Certification	See RFP page 18
H.	Addenda Acknowledgement	See RFP page 19
I.	Resumes	
I-1	• Richard Cavanaugh	
I-2	• Patricia A. Keenan	

I. Description of Cavanaugh & Keenan, LLC

Cavanaugh & Keenan, LLC began as a collaboration between a Mental Health Professional, Patricia A. Keenan, MSW, LCSW and a Law Enforcement Officer, Lieutenant Richard Cavanaugh (Ret.) to bridge the gap between Mental Health and Law Enforcement systems. As a result of the partnership, the Crisis Intervention Team (CIT) was developed in Essex County, New Jersey. The Crisis Intervention Team (CIT) is a program that educates Law Enforcement Officers and Mental Health Professionals on appropriate techniques to respond to an individual in a psychiatric crisis. The intended outcome of these interventions is to minimize the potential for injury and direct individuals to appropriate services.

Cavanaugh and Keenan possess the specific expertise and experience with direct relevance to many of the key issues for the Law Enforcement Consultant and Behavioral Health Specialist for the Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration Grant.

For over twenty-five years, Richard Cavanaugh and Patricia Keenan have been responsible for developing, implementing, expanding, evaluating and operating behavioral health and law enforcement organizations.

Through collaboration and engagement with community stakeholders, Cavanaugh & Keenan, LLC established solid working partnerships with organizations such as, Clara Maass Medical Center, East Orange General Hospital, Newark Beth Israel Medical Center, The Mental Health Association of Essex and Morris County, Northwest Essex Community Healthcare Network, Main St. Counseling Center and Essex County's Mental Health Administrator.

Having established relationships with Mental Health Stakeholders, Cavanaugh & Keenan, LLC next forged relationships with every law enforcement agency in Essex County, as well as the Essex County Probation Department and the Essex County Correctional Facility to provide Crisis Intervention Team Training. In addition to the Essex County affiliations, relationships were created with the United States Postal Inspection Service, New Jersey Transit Police, Rutgers University Police, NJIT Police, Montclair State University Police, the Federal Air Marshall Service, New Jersey State Police and the United States Secret Service.

Cavanaugh & Keenan, LLC have partnered with the Essex County Public Safety Academy and the New Jersey Transit Police Department Counter-Terrorism Training Facility to provide high quality Crisis Intervention Team (CIT) Training. Since 2013, these stakeholders have worked continuously with Cavanaugh & Keenan, LLC in facilitating Crisis Intervention Team (CIT) Training to over 500 Law Enforcement and Mental Health Professionals throughout Essex County.

II. TEAM MEMBERS

Lt. Richard Cavanaugh (Ret.)

Richard Cavanaugh retired in good standing from the Montclair Police Department after almost twenty-seven years of service. Career positions include:

- Patrolman
- Community Policing
- Anti-Street Crime Task Force Member
- Crime Scene Investigator
- Hostage Negotiator
- Patrol Sergeant
- Patrol Lieutenant
- Record and Identification Bureau Commander
- PTC Instructor

Lt. Cavanaugh (Ret.) seeing a need for a better Law Enforcement approach to people with a Mental Illness took the initiative and developed and implemented Crisis Intervention Team (CIT) Training in Essex County New Jersey.

As such he held the following positions:

- The First Law Enforcement Coordinator for CIT in Essex County
- Elected Board Member of CIT International

Lt. Cavanaugh (Ret.) while serving on the Board of Directors of CIT International was also instrumental in reviewing and recommending changes to the National Curriculum for CIT. In addition to providing a national curriculum through Bureau of Justice Assistance, CIT International, through conference networking, provides local agencies a format to discuss and investigate various ways to provide data and performance measurement systems and protocols.

As the Commander of the Montclair Police Department Record and Identification Bureau, Lt. Cavanaugh (Ret.) worked with several Record Management Systems. During his tenure as the Bureau Commander, he instituted several systems for tracking and analyzing data, as well as collecting and evaluating data for UCR and NBIRS.

While working at the Montclair Police Department, Lt. Richard Cavanaugh (Ret.) reviewed and revised the Mental Health Policy and Procedure for the Montclair Police Department for the purpose of CALEA certification.

Lt. Cavanaugh (Ret.) as a private contractor has assisted in analyzing and then based upon the outcomes of the analysis provided training to Hackensack Meridian Health staff and Alert Ambulance employees.

Patricia A. Keenan, MSW, LCSW

Patricia A. Keenan is a licensed clinical social worker (LCSW) with over twenty-five years of experience concentrating in mental health and substance abuse. She is currently the Deputy Director of Essex County Hospital Center (EHC) in Cedar Grove, New Jersey, where she oversees the daily administrative and clinical operations of the 180 bed-hospital. Throughout her career, she has worked in a variety of hospital and community-based programs in the following capacities:

- Case Manager
- Advocate
- Clinician
- Trainer
- Supervisor
- Director

Ms. Keenan saw a disconnect between mental health and law enforcement which led her to the development of the Crisis Intervention Team (CIT) in Essex County. She became the Mental Health Coordinator for this initiative.

In an effort to do more, Ms. Keenan partnered with the Essex County Prosecutor's Office in the development, planning and implementation of the Essex County Mental Health Diversion Program. The program diverts individuals who interface with the criminal justice system as a direct result of their mental illness to appropriate mental health treatment. Ms. Keenan oversees the mental health component of this program.

Ms. Keenan has presented nationally in Chicago, Illinois at the CIT International Conference on "Are We Speaking the Same Language?" A presentation on effective communication between Mental Health and Law Enforcement Professionals.

After evaluating staff competency and training programs at the hospital, Ms. Keenan and her team implemented Essex County Hospital Center's Therapeutic Options Program. She now coordinates this program which trains staff to safely handle patients in a behavioral health crisis.

Ms. Keenan's knowledge and expertise in policy and procedure evaluation, resulted in her active participation in the review and revision of Mental Health Policies for the Essex County Correctional Facility (ECCF).

Throughout her career, Ms. Keenan has provided consultation, program development and evaluation, strategic planning and staff training for law enforcement and mental health professionals.

Additional background and relevant experience for each team member can be reviewed on the attached resumes.

III. Narrative Statement

A. Initiating Services

Upon being awarded the contract for services, Cavanaugh & Keenan, LLC will be immediately ready and prepared to initiate consulting activities for the Law Enforcement Consultant and Behavioral Health Specialist for the Category 2: Strategic Planning for Law Enforcement and Mental Health Collaboration Grant BJA-2018-13906. Our previous experiences have already put relationships in place between Cavanaugh & Keenan, LLC and Mental Health Professionals and Organizations, as well as surrounding municipal police departments in Essex County. Upon project inception, Cavanaugh & Keenan, LLC will coordinate with the West Orange Law Enforcement Coordinator to:

- Establish a working relationship with the Law Enforcement Coordinator.
- Obtain material to review existing policies and procedures for responding to those with mental illness.
- Discuss preparatory material in order to establish areas for improvement.
- Become familiar with the Record Management System used by West Orange Police Department.
- Develop a schedule for activities and processes to ensure smooth operations in accordance with the grant timeline.
- Establish an initial set of goals/objectives and milestones for the project.
- Identify follow-up reporting mechanisms and timeframes.

Off-site consultant activities will include:

- Meeting with Municipal Police Departments.
- Engaging with Mental Health Partners.
- Arranging meetings with Mental Health Organizations and Law Enforcement Agencies.
- Preparation of performance evaluation documentation.
- Documentation preparation for formal methods to review data collection.
- Formulation of final action plan.

IV. Cost Analysis

The total cost of this proposal is **\$36,000**. This includes:

- All on-site consulting.
- Off-site work by the consultant in performing data analysis, document review, report writing and meetings.
- Ancillary costs such as office supplies, travel and administrative expenses.
- Any additional services not specifically included in the proposed scope of services and lump sum cost will be billed at an hourly rate of \$ 125.00.

V. References

John Wallschlager
President
Gold Stripe Consulting, LLC
4209 County Road
Oshkosh, Wisconsin 54904
Phone: [REDACTED]
e-mail: [REDACTED]

Dara Rampersad
BluePaz, LLC
8808 North Central Ave
Phoenix, Arizona 85020
Phone: [REDACTED]
e-mail: [REDACTED]

Joseph Scarpelli, D.C.
Essex County Mental Health Administrator
204 Grove Avenue
Cedar Grove, New Jersey 07009
Phone: [REDACTED]
e-mail: [REDACTED]

Nadine Venezia, LSW
Chief Operating Officer
Mental Health Association of Essex and Morris
80 Main Street, Suite 370
West Orange, New Jersey 07052
Phone: [REDACTED]
e-mail: [REDACTED]

BIDDER'S CHECK LIST Mandatory Items

- | | | |
|---|--------------------------------------|-----------|
| * | Iranian Disclosure Statement | <u>PA</u> |
| * | Business Registration Certificate | <u>PA</u> |
| * | Affirmative Action Compliance Notice | <u>PA</u> |
| * | Non-Collision Form | <u>PA</u> |
| * | Proposal Form | <u>PA</u> |
| * | Business Entity Disclosure | <u>PA</u> |
| * | Addenda Acknowledgement | <u>PA</u> |

Please provide one additional copy of submission.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**Proposer:** CAVANAUGH & KEENAN, LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Please check statement response

☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and

☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): PAULINE A. KEENAN Signature: Pauline Keenan

Title: PRESIDENT / OWNER Date: JUNE 13, 2019

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

CAVANAUGH & KEENAN LLC

ADDRESS:

2 ECKHARDT TERRACE
NORTH ARLINGTON NJ 07042-0704

EFFECTIVE DATE:

06/04/19

TRADE NAME:

SEQUENCE NUMBER:

2351163

ISSUANCE DATE:

06/04/19

James J. Quinonez
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-06) D205840V

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)
If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER CAN BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.) ☒ No

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ (If yes, submit a copy of such approval.) ☒ No * Form AA302 completed-see attached

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY:

CAVANAUGH + KEENAN, LLC

NAME:

PATRICIA A. KEENAN

SIGNATURE:

[Signature]

TITLE:

PRESIDENT/OWNER

State of New Jersey
Division of Public Contracts Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

ATTACHMENT
D

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 	2. TYPE OF BUSINESS ☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 2
4. COMPANY NAME Cavanaugh & Keenan, LLC		
5. STREET 2 Eckhardt Terrace	CITY North Arlington	COUNTY Bergen
	STATE NJ	ZIP CODE 07031
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 2		
10. PUBLIC AGENCY AWARDDING CONTRACT Township of West Orange	CITY West Orange	COUNTY Essex
	STATE NJ	ZIP CODE 07052
Official Use Only	DATE RECEIVED	INAUG DATE
		ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	All Employees		PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
			***** MALE *****						***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	2	1	1	0	0	0	0	1	0	0	0	0	1
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	1	1	0	0	0	0	1	0	0	0	0	1
Total employment From previous Report (if any)													
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Visual	14. IS THIS THE FIRST Employee Information Report Submitted? ☒ YES ☐ NO	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED FROM: TBD TO: TBD		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Patricia A. Keenan	SIGNATURE 	TITLE President/Owner	DATE 6/14/19
--	--	--------------------------	-----------------

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Date: JUNE 13, 2019

Patricia A. Keenan
(Signature)

PATRICIA A. KEENAN - PRESIDENT/OWNER
(Name and Title)

CAVANAGH + KEENAN, LLC
(Company Name)

2 Eckhardt Terrace North Arlington, NJ 07031
(Address)

Subscribed and sworn to before me

this 13 day of June, 2019

Notary Seal

DANA MANGRELLA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2414166
My Commission Expires 11/1/2021

BID PROPOSAL FORM

LAW ENFORCEMENT CONSULTANT - Behavioral Health Specialist
(Contract Title and Bid Number, if applicable)

A Behavioral Health Specialist to work with crisis intervention
trained law enforcement officers.

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP specification and made part hereof:

Thirty six thousand Dollars
Amount in words

\$ 36,000.00
Amount in numbers

CAVANAUGH + KEENAN, LLC
Company or Individual Name

[REDACTED]
Federal I.D. # or Social Security #

2 Eckhardt Terrace North Arlington NJ 07031
Address

Patricia Keenan
Signature

PATRICIA A. KEENAN
Print Name

Title: PRESIDENT / OWNER

[REDACTED]
Telephone Number

JUNE 13, 2019
Date

[REDACTED]
Fax Number

[REDACTED]
E-mail address

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
Required pursuant to N.J.S.A. 19:44A-20.8**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the CAVANAUGH KEENEY, LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract in the one year period preceding the date a award by this governing body, to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of West Orange as defined pursuant to N.J.S.A. 19:44A-3 (p), (q) and (r).

<u>Elected Official</u>	<u>Political/Candidate Committee(s)</u>
--------------------------------	--

- | | |
|---|---|
| o Mayor Robert D. Parisi | Election Fund of Mayor Robert D. Parisi |
| o Councilman Jerry Guarino | Election Fund of Jerry Guarino |
| o Councilwoman Susan McCartney | Election Fund of Susan McCartney |
| o Councilwoman Cindy Matute-Brown | Election Fund of Cindy Matute-Brown |
| o Councilman Joe Krakoviak | Election Fund of Joe Krakoviak |
| o Councilwoman Michelle Casalino | Election Fund of Michelle Casalino |
| o West Orange Democratic County Committee | |

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding more of the issued and outstanding stock of the undersigned. 10% or

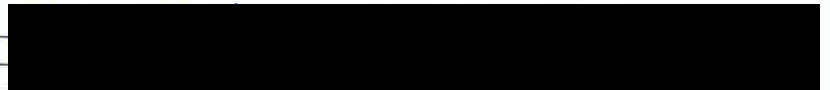
Check the box that represents the type of entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Company ☐ Limited Liability Partnership

Name of Stock or Shareholder

Home Address

Patricia A. Keenev
Richard Cavanaugh



Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CAVANAUGH KEENEY, LLC

Signature of Affiant: Patricia Keenev Title: President/Owner

Printed Name of Affiant: PATRICIA A. KEENEV

Subscribed and sworn before me this 13 day of June, 2019.

My Commission expires: Dana Mangrella
(Attested by)

DANA MANGRELLA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2414166
My Commission Expires 11/1/2021

(seal)

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ No addenda was received.

Acknowledged for: CAVANAUGH + KEENAN, LLC
(Company Name)

By: Pat Keenan
(Signature of Authorized Representative)

Name: Patricia A. Keenan
(Print)

Title: President / Owner

Date: JUNE 13, 2019

Richard Cavanaugh

Executive Profile

Retired Police Lieutenant and current Crisis Intervention Team (CIT) Certified Coordinator offering outstanding presentation, organizational, communication and multi-disciplinary team management skills. High energy, result oriented leader with an entrepreneurial attitude.

Skill Highlights

- Proficient in Policy /Procedure Development
- Expert Curriculum Writing Skills
- CALEA Compliance Familiarity
- Data Analysis
- Negotiation/Mediation Expert
- Proven Management/Leadership Skills
- Self-Motivated
- Adept Communication Skills

Professional

Cavanaugh & Keenan, LLC

June 2019 to Current

Vice President/ Co-Owner

- Cofounder of consulting and management organization providing strategic planning and systems analysis for behavioral health and law enforcement agencies.
- Provides development, implementation and evaluation of an organizations services.
- Assesses training needs and develops programs to meet those needs.
- Evaluates outcome of training sessions and maintains records.

Essex County Hospital Center

August 2018 to Current

Analyst

- Reviews, interprets and evaluates data, contracts and regulations.
- Collects and compiles data to complete analytical studies.
- Reviews and evaluates administrative practices, organizational structure, operating systems and provides recommendations for development.

Essex County Crisis Intervention Team (CIT)

April 2010 to Current

Law Enforcement Coordinator

- Develops curriculum.
- Consults with Municipal, State and Federal Agencies to further develop CIT training.
- Strengthens the implementation of Crisis Intervention Team training within Essex County.
- Relationship building between Mental Health Professionals, Law Enforcement Agencies and the Community.

Essex County Public Safety Academy

March 2011 to Current

Instructor

- Instructs new recruits in specific subjects.
- Creates curriculum in accordance to PTC Guidelines.

Montclair Police Department

July 1992 to February 2019

Police Lieutenant

- Ensured Staffing
- Implemented Training Programs
- Record and Identification Bureau Commander 14 years
- Provided Data Analysis to enhance patrol operations
- Reviewed Policies and Procedures
- Supervised Staff
- Patrol Watch Commander 3 years
- Created Mental Health Initiative

Crisis Intervention Team (CIT) International

January 2016 to December 2018

Elected Member - Board of Directors

- Developed new website and migrated data between old and new site.
- Reviewed and revised National curriculum for Crisis Intervention Team training.
- Chairman of the Branding and Communications Committee.
- Elected Treasurer.

Education**B.A. Psychology**

2011

Thomas Edison State College - Trenton, New Jersey

Certifications**Crisis Intervention Certified Coordinator**

2016

CIT International Chicago, Illinois

- Certified by CIT International
- Lessons in leadership and how to effectively manage implementation of the Memphis Model core elements

Police Response: De-Escalation Techniques to Individuals with Special Needs/Mental Health Issues – Train the Trainer

2016

N.J. Division of Criminal Justice

- Training in De-escalation

Security Officers Registration Act Instructor

2013

NJSP ROIC

- Principles of Adult Education Teaching Techniques in Various Subjects

Civil Mediation

2012

NJAPM sponsored at the Rutgers Business School – New Brunswick, New Jersey

- Instruction in Civil Mediation techniques
- Guidelines in Case management

Certification of Instruction, Methods of Instruction

2011

Essex County Public Safety Academy

- Course work in adult education methods of instruction

Crisis Intervention Team Training

2010

Crisis Intervention Training Center for Excellence – Camden, New Jersey

- Education in the identification of mental illness, PTSD and substance abuse

Core Accomplishments

Essex County Crisis Intervention Team (CIT) Program

- Co-Founded the Crisis Intervention Team for Essex County New Jersey.
- Developed Curriculum for the training.
- Engaged the Community, Mental Health Professionals and Law Enforcement Agencies in developing, planning and execution of the program.
- Analyzed data from sequential mapping to support the need for CIT in Essex County.

CIT International

- Created new website utilizing proprietary software.
- Migrated data from previous server.
- Analyzed data for the purpose of purging, retention and accuracy.

Awards and Honors

New Jersey Governor's Council on Mental Health Stigma 2017 Ambassador Award 2017

Essex County Board of Chosen Freeholders Proclamation for Mental Health Stigma 2016

NJ State PBA Meritorious B

9 Life Saving Awards

PATRICIA A. KEENAN, MSW, LCSW

Executive Profile

Healthcare executive and team leader with a focus on developing high standards of practice, evaluating for effectiveness and implementing necessary changes to programs and policies. Engaging communicator and relationship builder with expertise in organizational planning, contract negotiations, team development and administrative efficiency.

Skill Highlights

- Strategic Planning & Execution
- Staff Training & Development
- Budgeting & Fiscal Oversight
- Issue Analysis & Resolution
- Operations Management
- Hands-on Leader
- Union Environment Relationship
- Program Development

Professional Experience

Cavanaugh & Keenan, LLC

President/Owner

2019 to Present

- Cofounder of consulting and management organization providing strategic planning and systems analysis for behavioral health and law enforcement agencies.
- Provides development, implementation and evaluation of organizations services.
- Assesses training needs and develops programs to meet those needs.
- Evaluates outcomes of training sessions and maintains records.

Essex County Hospital Center

Deputy Director

2003 to Present

- Administrative and clinical oversight of 180 bed inpatient psychiatric hospital, including over 350 full-time, part-time and per-diem staff.
- Reviews and evaluates Hospital policies and procedures and develops standards for methods of measurement of hospital services.
- Develops and assesses the organizational structures and management systems of the hospital.
- Assists in establishing clinical and administrative standards, objectives and policies for program services in accordance with hospital policies, state and national standards and licensing and certification standards.
- Responsible for development and implementation of both short and long term goals, policies and plans for the hospital.
- Promotes good relations with a variety of groups/individuals, including patients, staff, other hospitals, professional societies, unions, courts, law enforcement and community organizations.
- Develops staff training programs and evaluates staff performance and competency.
- Oversight of the Mental Health component of the Essex County Mental Health Diversion Program.

**Borough of Caldwell, New Jersey
County Liaison**

2015 to Present

- Develops and fosters relationships with the Mayor and Council, Borough residents, stakeholders and other entities in the community.
- Proactively resolves conflicts and addresses issues that may occur between the Borough and the County.
- Promptly responds to incidents and other events as necessary.

**Essex County Crisis Intervention Team (CIT)
Mental Health Coordinator**

2013 to Present

- Responsible for strategic planning, program growth and implementation of the County Crisis Intervention Team.
- Consults with Local, County, State and Federal Agencies to further develop CIT training.
- Fosters the relations between Mental Health and Law Enforcement Professionals and the Community to ensure positive outcomes.

**Bergen Regional Medical Center
Program Director/Director of Social Work**

1997 to 2002

- Administered, directed and coordinated adult behavioral health and addiction inpatient services.
- Responsible for the development, implementation and evaluation of patient care services for the Behavioral Health Division.
- Managed admissions and discharges of 307 acute and intermediate psychiatric inpatient beds.
- Provided clinical and administrative leadership to the Social Work Department.
- Coordinated survey processes and prepared reports for the Hospital including The Joint Commission, Division of Mental Health and Addiction Services and Centers for Medicare & Medicaid Services.

Education

Rutgers, The State University of New Jersey, New Brunswick, New Jersey

- Master of Social Work, 1993

Siena College, Loudonville, New York

- Bachelor of Arts – Psychology, 1991

License/Certifications

- Licensed Clinical Social Worker (LCSW) – New Jersey
- National Association of Social Workers - Academy of Certified Social Workers (ACSW)
- Crisis Intervention Team (CIT) International Certified Coordinator
- New Jersey "Police Response: De-Escalation Techniques to Individuals with Special Needs/Mental Health Issues" – Train-the-Trainer
- Crisis Intervention Team (CIT) Certified
- Therapeutic Options Trainer/Instructor

RESOLUTION

WHEREAS, the Township of West Orange proposes the Improvement of Old Indian Road between St. Cloud Avenue and North Edgewood Avenue with funds from the 2019 Capital Budget; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposal dated June 4, 2019 for these professional design services; and

WHEREAS, the Township Engineer solicited proposals from five professional engineering and land surveying firms: Keller and Kirkpatrick, Inc. of Morris Plains, N.J., Suburban Consulting Engineers, Inc., of Mt. Arlington, N.J., Crew Engineers, of Butler, N.J., Bowman Consulting of Cedar Knolls, N.J. and Frank H. Lehr Associates of East Orange, N.J. all of whom responded to the Township's Request for Qualifications; and

WHEREAS, all firms except Suburban Consulting Engineers responded to the Request for Proposals; and

WHEREAS, the Township Engineer upon review of the proposals determined Crew Engineers, Inc., was the most responsive firm for the least cost; and

WHEREAS, by letter dated June 19, 2019 the Township Engineer recommended a professional services contract be awarded to Crew Engineers, Inc., 1250 Route 23 North, Butler, New Jersey 07405 for the design, specifications and bid documents for the Improvement of Old Indian Road between St. Cloud Avenue and North Edgewood Avenue in accordance with their proposal dated June 14, 2019 in an amount not to exceed \$20,600; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Crew Engineers, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Crew Engineers, Inc., 1250 Route 23 North, Butler, New Jersey 07405 to

provide engineering services for the Improvement of Old Indian Road between St. Cloud Avenue and North Edgewood Avenue in accordance with their proposal dated June 14, 2019 for a fee not to exceed \$20,600.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: June 25, 2019

I hereby certify funds are available from: ACCOUNT NO 03-2544-18-0500-010

JOHN GROSS, CHIEF FINANCIAL OFFICER

**REQUEST FOR PROPOSAL
JUNE 2019**

**IMPROVEMENT OF OLD INDIAN ROAD FROM ST. CLOUD AVENUE
TO NORTH EDGEWOOD AVENUE**

**PROVIDE FIELD SURVEY OF OLD INDIAN ROAD FROM ST. CLOUD AVENUE TO NORTH EDGEWOOD AVENUE TO GATHER
INFORMATION REQUIRED FOR ROADWAY RECONSTRUCTION INCLUDING BUT NOT LIMITED TO:**

1. STAKEOUT CENTERLINE AT 25' INTERVALS.
2. PROVIDE CROSS SECTIONS EVERY 25' AND AT ALL DRIVEWAYS, WALKS, AND STEPS, AND FOR A DISTANCE OF FIFTY FEET BEYOND THE R.O.W. INTO ALL INTERSECTING STREETS. EXTEND BEYOND THE RIGHT-OF-WAY LINE AS NECESSARY FOR THE DESIGN.
3. CENTERLINE PROFILE AND FIFTY FEET BEYOND THE RIGHT-OF-WAY INTO INTERSECTING STREETS.
4. LOCATE ALL TREES, SHRUBS, UTILITIES, WALKS, DRIVEWAYS, STRUCTURES – 50' EACH SIDE OF THE CENTERLINE AND FARTHER WHERE NEEDED FOR DESIGN PURPOSES WHERE THERE ARE SIGNIFICANT BREAKS IN GRADE.
5. RIM AND INVERT ELEVATIONS OF ALL STORM AND SANITARY SEWERS, LOCATIONS OF UTILITIES.

DESIGN

1. POSSIBLE WIDENING OF CARTWAY OF SECTIONS OF THE STREET. THE CARTWAY WIDTH WILL START AT A NOMINAL 30 FOOT WIDTH AT EACH END, BUT DIMINISH IN BETWEEN TO A 22 TO 24 FOOT MINIMUM.
2. NEW CONCRETE SIDEWALKS AND DRIVEWAY APRONS **WHERE THEY ARE EXISTING.**
3. GRANITE BLOCK CURBS – 6" FACE, CONCRETE CURBS AT HC RAMPS, ENTIRE LENGTH.
4. EXTEND STORM WATER COLLECTION AND CONVEYANCE SYSTEM.
5. CONSTRUCT FULL DEPTH ASPHALT PAVEMENT WHERE REQUIRED.
6. RETAINING WALLS IF REQUIRED.
7. PROVIDE NEW MANHOLE CASTINGS FOR SANITARY SEWER MANHOLES, REPAIR MANHOLES AS REQUIRED.
8. NEW CATCH BASIN FRAMES, GRATES, CURB PIECE, REBUILD INLETS AS REQUIRED.
9. PROVIDE COVER SHEET WITH ESTIMATE OF QUANTITIES, PLAN AND PROFILE, CROSS SECTIONS CUT SHEETS, PROVIDE TWENTY COPIES OF PLANS AND SPECIFICATIONS INCLUDING BID DOCUMENTS AND CONTRACT AGREEMENTS.



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI
Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: llepore@westorange.org

LEONARD R. LEPORE
Director/Municipal Engineer

June 4, 2019

Alec Mittiga
Crew Engineers
1250 Route 23N
Butler, New Jersey 07405

RE: **REQUEST FOR PROPOSALS**
IMPROVEMENT OF OLD INDIAN ROAD
ST. CLOUD AVENUE TO NORTH EDGEWOOD AVENUE

Dear Mr. Mittiga:

The Department of Public Works of the Township of West Orange is requesting proposals from firms providing both Civil Engineering and Land Surveying Services, which are capable of performing the necessary surveys and preparing the necessary improvement plans, specifications and bid documents for the Improvement of Old Indian Road from St. Cloud Avenue to North Edgewood Avenue.

The total approximate length of this street is 1,850 (+/-) L.F. within a (50) foot (+/-) ROW. A street map, portion of a tax map and a plainimetric and topographic map of these streets are enclosed showing the location and length of this street. Proposals shall be submitted to provide all work required to provide a complete design package as generally described on the enclosed description.

The cost of services shall be for a complete design and bid package including cost estimates, plans and specifications (twenty copies each) for bidding purposes, detour plans, construction stakeout, and cut sheets. Please see attached project specification sheet. All plans, specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications.

Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to advertise for bids in late summer 2019. Proposals shall be submitted in writing on or before 10:00 A.M., Tuesday, June 18, 2019 to the Department of Public Works, 25 Lakeside Avenue, West Orange, New Jersey 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

A separate proposal for construction inspection and certification of completion should also be included if available from your firm.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

file:request for proposal improvement of old indian road from st cloud ave to north edgewaood ave

June 14, 2019

VIA FedEx

Leonard R. Lepore, P.E.
Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Re: Proposal for Professional Engineering Services
Improvement of Old Indian Road (St. Cloud Avenue to North Edgewood Avenue)
West Orange, NJ
Crew Proj. No.: P2509

Dear Mr. Lepore:

In response to your Request for Proposal (RFP) dated June 4, 2019, Crew Engineers, Inc. (Crew) is pleased to present this Proposal to the Township of West Orange for providing Professional Engineering Services for designing the roadway improvements for Old Indian Road from St. Cloud Avenue to North Edgewood Avenue. The following outlines our Project Understanding, Scope of Services, and Engineering Fee and Billing Method.

Project Understanding

The RFP identified approximately 1,850 linear feet of roadway scheduled to be reconstructed. The improvements include road widening in some sections to create a uniform 22-24ft width. Existing stone and asphalt swales along the edge of the road will be removed and replaced with granite block curb, drainage inlets, and drainage piping. New granite block curbs will extend for the entire length of the project. Manhole frames and covers and drainage inlet frames, grates, and curb pieces will be replaced. Manholes and drainage inlets will be rebuilt to match original conditions if found to be necessary during construction. There are no existing concrete driveway aprons or sidewalks within the project limits.

Based on the available information provided with the RFP, the roadway can be widened to a uniform 22-24ft width without the need to widen the right-of-way. Therefore, preparation of easements/right-of-way widening are not included in this Proposal. Based on a preliminary walkthrough of the project street, we do not anticipate the need for retaining walls to widen the roadway and have not included the design thereof in this Proposal. Existing utility poles and hydrants on the side of Old Indian Road may need to be relocated to accommodate the road widening. Design and relocation of these utilities will be performed by the respective utilities. Additionally, there are existing trees on the side of Old Indian Road that will need to be removed to accommodate the road widening. During the design period, the Township Forester, John D. Linson, will identify the trees that are to be removed by location, type, and diameter. This

information will be included with the Contract Documents issued to prospective bidders for the bidder's use in preparing his bid for various tree removal items.

Our technical comments on the work to be completed are as follows:

- Existing curb elevations will not be changed to minimize any adverse impact on roadway or private property drainage patterns. The existing vertical and horizontal alignment of the centerline of the road will not be changed.
- The proposed drainage improvements will be designed to match the capacity of the existing upstream and downstream drainage system.

Scope of Services

Crew will perform the following major activities and tasks for the proposed roadway improvements:

- Perform walkthrough assessment with the Township Engineer to discuss the specific improvements planned.
- As the drainage system is being extended and the road is being widened, and as required in the RFP, a detailed topographic route survey is included in the scope of services and will be used for the design of the drainage system extension and roadway widening and to show the extent of improvements and the estimated quantities associated with the improvements on each drawing. The survey will include horizontal and vertical control and establish roadway centerline profile with cross-sections for existing conditions. In addition, we will add house numbers found on Township Tax Maps to the drawings for the Township and Contractor's use during the construction phase of the project.
- Prepare Contract Drawings in accordance with current New Jersey Department of Transportation (NJDOT) requirements. We anticipate that the following drawings will be prepared by Crew:
 - Cover Sheet – 1 drawing.
 - Key Map, Legend, and General Notes – 1 drawing.
 - Estimate of Quantities – 1 drawing.
 - Plan and Profile Drawings (scale 1" = 20' horizontal and 1" = 2' vertical) of the project area shown in the RFP – 3 drawings.
 - Roadway cross sections at 50' intervals (scale 1" = 20' horizontal and 1" = 2' vertical) – 2 drawings.
 - Construction Details, including granite block curbs, rebuilding of roadways and driveway aprons, drainage pipe trench, and drainage inlets – 2 drawings.
 - Soil Erosion and Sediment Control Details – 1 drawing.
 - Traffic Control Details – 2 drawings.
 - Detour Plans – 1 drawing.
- Prepare NJDOT supplementary specifications. Crew will combine the supplementary specifications with the Township's standard administrative "front end" specifications that have been used on previous projects recently. These combined specifications will constitute the Contract Specifications.

- The Contract Drawings and Contract Specifications will constitute the Bidding Documents. Provide 20 copies of Bidding Documents for use by the Township in obtaining bids from contractors. Additional sets of Plans and Specifications can be furnished at the cost of reproduction.
- Prepare an Opinion of Probable Construction Cost for the construction project.
- Prepare an application and submit to the Hudson-Essex-Passaic Soil Conservation District (HEPSCD), as the project is expected to result in a land disturbance of greater than 5,000 square feet to construct the drainage improvements, including removal of existing asphalt and stone swales.
- Project stakeout and cut sheets will be included in the scope of work to be bid and performed by the Contractor.

Owner Responsibilities

In conjunction with the performance of the Professional Engineering Services by Crew described in this Proposal, the Township of West Orange will arrange, provide or perform the following:

- Remove any debris inside of drainage structures.
- Pay fees imposed by HEPSCD. Crew will notify the Township of the amount of the fees and the Township will provide checks made payable to the HEPSCD. Crew will submit the checks to the HEPSCD with the permit application documents prepared by Crew.
- Provide Township's standard administrative "front end" specifications.
- Provide additional tax maps in a format and to a scale suitable for the preparation of detour plans.
- Coordinate with the respective utilities for utility relocation and design as needed to accommodate the road widening and drainage extensions.
- Arrange for bid advertisement and pay associated costs.

Project Schedule

Crew will dedicate sufficient resources to complete the survey and design services described herein within 6 weeks of your authorization to proceed with the work. We anticipate that the Township will award the Contract for Engineering Services at the July 16, 2019 Council Meeting. Allowing an additional four weeks for HEPSCD review and approval, we anticipate that the project will be ready for bidding in late September 2019.

Engineering Fee and Billing Method

Based on the foregoing understanding and Scope of Services, Crew proposes compensation for Professional Engineering Services as follows:

Task	Fee
Survey, Design Drawings, Detour Plans, Specifications, HEPSCD application, and 20 Copies of Bidding Documents	\$ 20,600 Lump Sum

The engineering fees for the Professional Engineering Services to be performed for the project, as presented in this Proposal, will be based on a lump-sum price, and will be the total fees for the services described for the work to be performed.

Any services provided outside the Scope of Services presented in this Proposal will be performed only after receiving explicit permission from the Township of West Orange and will be billed on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

Crew will bill the Township of West Orange for Professional Engineering Services on a monthly basis. For lump-sum services, billing will be based on the percentage of work completed and a synopsis of the project status will be provided. For services provided on the basis of hourly fee rates plus reimbursable expenses, the billing will reflect the time expended by Crew personnel assigned to the project, Subconsultant fees, reimbursable expenses, and a brief description of the services provided. Also enclosed are Crew's State of New Jersey Business Registration Certificate, a sample Certificate of Liability Insurance, and our Standard Terms and Conditions, which, together with the Billing Rate Schedule, are integral parts of this Proposal.

Crew appreciates the opportunity of presenting this Proposal to the Township of West Orange. Please advise us if you need additional information or require clarification of this Proposal.

Two copies of the Proposal are enclosed. The return of one signed copy will confirm the Township's acceptance of the Proposal and authorization to Crew to proceed with the work.

Very truly yours,

CREW ENGINEERS, INC.



Alec J. Mittiga, P.E.

AM:mw

Enclosure

N:\PROPOSALS\West Orange\P2509 - Improvement of Old Indian Road (St. Cloud Avenue to North Edgewood Avenue)\P2509.docx

Leonard R. Lepore, P.E.
June 14, 2019
Page 5

The Township of West Orange hereby engages Crew Engineers, Inc. to perform the services described above for the compensation set forth and under Crew Engineers, Inc.'s Standard Terms and Conditions. Crew Engineers, Inc. shall be authorized to commence the services upon receipt of an executed copy of this letter. We agree that this letter, together with the listed enclosures, constitutes the entire agreement between the Township of West Orange and Crew Engineers, Inc. relating to the project.

ACCEPTED

Township of West Orange
West Orange, NJ

By: _____
Typed Name and Title

Dated: _____

Signature

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

CREW ENGINEERS, INC.

TAXPAYER IDENTIFICATION#

223-402-769/000

ADDRESS

1250 ROUTE 23 N
BUTLER NJ 07405

EFFECTIVE DATE:

10/10/95

TRADE NAME:

CONTRACTOR CERTIFICATION#

0098335

ISSUANCE DATE:

09/19/01

Patricia A. Chasocki

Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 1086 Teaneck Rd, Ste 5B Teaneck, NJ 07666	CONTACT NAME:	
	PHONE (A/C, No, Ext): 201-837-1100	FAX (A/C, No):
INSURED Crew Engineers, Inc. 1250 Route 23 North Butler NJ 07405	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A : Travelers Indemnity Company of CT	
	25682	
	INSURER B : Travelers Indemnity Company	
	25658	
	INSURER C : Travelers Indemnity Co of America	
25666		
INSURER D : XL Specialty Insurance Company		
37885		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 48640044**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			680-4H600532	11/17/2018	11/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-6106L904	11/17/2018	11/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-7687Y853	11/17/2018	11/17/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			UB-4K773039	5/1/2019	11/17/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPS9933534	12/4/2018	12/4/2019	Per Claim \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Christian

M. S. Christian

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Crew can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Crew will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

3. SAFETY. Crew has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Crew specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Crew employees.

4. DELAYS. If events beyond the control of Client or Crew, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Crew shall be entitled to an equitable adjustment in compensation.

In the event Crew is delayed by Client and such delay exceeds 30 days, Crew shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Client shall pay Crew for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may provide 7 days' written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued. Failure of the defaulting party to commence cure within such time limit and diligently continue shall be cause to suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Crew is supplied for the general guidance of the Client only. Since Crew has no control over competitive bidding or market conditions, Crew cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. RELATIONSHIP WITH CONTRACTORS. Crew shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Crew specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Crew harmless from any claims resulting from performance of construction-related services by persons other than Crew.

9. INSURANCE. Crew will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Crew's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Crew as an additional insured on its policies relating to the Project. Crew's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. INDEMNITIES. To the fullest extent permitted by law, Crew shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above by Crew, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and save harmless Crew, its agents, employees, and representatives from and against loss, liability, and damages (including reasonable litigation costs) arising from or relating to

claims for injury or death to persons, damages to tangible property, or other losses, alleged to be caused by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project (ii) tested by Crew under this Agreement, or (iii) used or incorporated by Crew in the Services; or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include Crew as an indemnitee under any indemnification obligation to Client.

11. LIMITATIONS OF LIABILITY. No employee or agent of Crew shall have individual liability to Client.

Client agrees that, to the fullest extent permitted by law, Crew's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Crew's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Crew under this Agreement. If Client desires a limit of liability greater than that provided above, Client and Crew shall include a separate paragraph under this Agreement, stating the amount of such limit and the additional compensation to be paid to Crew for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CREW BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

12. ACCESS. Client shall provide Crew safe access to any premises necessary for Crew to provide the Services.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Crew for the specific purpose intended, shall be at the Client's risk. Client agrees to defend, indemnify, and hold harmless Crew from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

14. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

15. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

16. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

17. PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

18. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

20. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

21. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**CREW ENGINEERS, INC.
BILLING RATE SCHEDULE**

Crew Engineers, Inc. (Crew) will be compensated for professional services in accordance with the following hourly billing rates:

General Description	Hourly Billing Rates
Principal	\$175
Senior Project Manager	\$160
Project Manager	\$150
Senior Project Engineer	\$135
Project Engineer/Project Scientist	\$125
Chief Designer/Chief Surveyor/Senior Designer	\$105
Engineer/Scientist	\$105
Construction Observer/Field Technician	\$82
CADD Operator/Draftsperson	\$80
Technical Support/Technical Typist	\$60

The hourly billing rates indicated above are for the calendar year and are subject to revision and adjustments as of January 1 of each calendar year.

- Crew will bill the CLIENT monthly, with net payment due in 45 days. Past due invoices will be subject to a service charge at the rate of 1-1/2 percent per month. The bill shall consist of a summary of direct labor hours by personnel, plus a listing of reimbursable costs incurred. Unless CLIENT provides Crew with a written statement of any objections to the bill within 15 days of receipt, CLIENT shall be deemed to accept the bill as submitted.
- The above rates include **all** employees' wages, payroll burdens, overhead, and profit.
- CLIENT is charged for time actually spent on the project. Timesheets are available for inspection by prior arrangement.
- Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.
- Normal and reasonable time for contract negotiations are also covered in overhead; however, extended contract negotiations or time spent resolving differences in terms and conditions, scopes of work, or change notices will be billed.

In addition to regular hourly billing rates listed above, the CLIENT will also pay for:

- Overtime at straight time rates for exempt employees to the extent an employee works more than 40 hours per week for CLIENT.
- Cost of a record set of reproducible originals or duplicates to be retained by Crew in cases where the CLIENT wants the originals and for the cost of postage and insurance for mailing such originals.
- Cost of any office space and accompanying services used by CLIENT'S representatives.
- All reproductions on behalf of the assignment at our standard rates or billed by outside services.
- All field office expenses.
- Cost for the use of special field equipment, safety equipment, and field sampling equipment or consumables in accordance with billing by outside services, plus 10% handling charges.
- Courier service.
- Travel and subsistence of Crew personnel incurred on behalf of the project. (Current rate for the use of vehicles is in accordance with the present IRS standard mileage rate.)
- Cost plus 15 percent of outside consulting and/or professional services - such as, analytical, drilling, legal, accounting, engineering, and other specialized services. Crew will obtain CLIENT'S approval before authorizing such services.
- Pay for expert witness testimony equal to 1-1/2 times their hourly billing rate.

**RESOLUTION TO AWARD A CONTRACT EXTENSION FOR SNOW PLOWING &
SNOW HAULING SERVICES FOR 2019-2020**

WHEREAS, Resolution No. 260-18 was authorized by the Township of West Orange Council for Snow Plowing and Removal Services for year(s) 2018-2019 on November 27, 2019; and

WHEREAS, the Township wishes to continue contracted plowing in Routes 1A-1, Valley and 1B-1 Heights; and

WHEREAS, the Township desires to extend this contract as allowed in the original bid document giving the Township the option to extend the contract for two (2) one (1) year periods, and

WHEREAS, the West Orange Department of Public Works has been satisfied with the past performance of this vendor, who is agreeable to existing rates to be charged at \$230/hr. for a small truck with up to two small trucks in each route: and

WHEREAS, the Township Engineer recommends extension of this contract for a second year, and the Township Council concurs with this recommendation.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the Snow Removal Services contract be extended for the year(s) 2019-2020 to the following vendor:

**AMERICAN ASPHALT & MILLING SERVICES
96 MIDLAND AVENUE
KEARNY, NEW JERSEY 07032**

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds certified when funds made available.

**Karen J. Carnevale, R.M.C.,
Municipal Clerk**

Jerry Guarino, Council President

Adopted: June 25, 2019

**I hereby certify funds are available from Account: 01-330-500-00-01
(Salt, Chloride & Snow)**

- * amount not to exceed 2019 budget appropriation**
- * amount subject to 2020 approval of budget appropriation**

John O. Gross, Chief Financial Officer

**RESOLUTION TO AWARD A CONTRACT EXTENSION FOR SNOW PLOWING &
SNOW HAULING SERVICES FOR 2019-2020**

WHEREAS, Resolution No. 219-17 was authorized by the Township of West Orange Council for Snow Plowing and Removal Services for year(s) 2017-2018 on October 3, 2017; and

WHEREAS, the Township wishes to continue contracted plowing in Routes 1H-1, Suburban and Robertson Tracts and 1I-1, Seaman and Woodland areas; and

WHEREAS, the Township desires to extend this contract as allowed in the original bid document giving the Township the option to extend the contract for two (2) one (1) year periods, and

WHEREAS, the West Orange Department of Public Works has been satisfied with the past performance of this vendor, who is agreeable to existing rates to be charged at \$250/hr. for two large trucks: and

WHEREAS, by Resolution No. 242-18 dated October 30, 2018, the Township Council authorized the extension for a one (1) year period for the year(s) 2018-2019; and

WHEREAS, the Township Engineer recommends extension of this contract for the years 2019 – 2020 and, the Township Council concurs with this recommendation.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that Snow Removal Services contract be extended for the year(s) 2019-2020 to the following vendor:

**DOWNES TREE SERVICE
65 ROYAL AVENUE
HAWTHORNE, NEW JERSEY 07506**

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds certified when funds made available.

**Karen J. Carnevale, R.M.C.,
Municipal Clerk**

Jerry Guarino, Council President

Adopted: June 25, 2019

**I hereby certify funds are available from Account: 01-330-500-00-01
(Salt, Chloride & Snow)**

- * amount not to exceed 2019 budget appropriation**
- * amount subject to 2020 approval of budget appropriation**

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is interested in awarding a contract for recreational services and social services for the Township Residents, including, but not limited to after school programs and pre-school programs (“Recreational and Social Services”); and

WHEREAS, the Township seeks to utilize Competitive Contracting in lieu of public bidding (“Competitive Contracting”) whereby the Township can award the contract for Recreational and Social Services utilizing criteria including price and other factors;

WHEREAS, Competitive Contracting involves a procedure wherein proposals are evaluated and ranked in a methodology by scoring of categories in technical, management and cost related criteria; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(b)(2) of the Local Public Contracts Law a municipality can utilize Competitive Contracting to award either “a for-profit entity or a not-for-profit entity” a contract for the “operation, management or administration of recreational or social service facilities or programs;” and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3 a resolution of the governing body is required to authorize the use of competitive contracting each time specialized goods or services are desired to be contracted.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to initiate the competitive contracting process for the award of a contract for Recreational and Social Services consistent with the requirements of N.J.S.A. 40A:11-4.3 of the Local Public Contracts Law.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: June 25, 2019

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, SECTION 59 OF THE
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED
“BOARD OF THE OSKAR SCHINDLER PERFORMING ARTS CENTER”**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey that Chapter 2 Section 59 of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows:

I. PURPOSE

The purpose of this Ordinance is to establish a Board for oversight and review of the use and operation of the Oskar Schindler Performing Arts Center.

II. CHAPTER 59.1 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-59.1 Purpose.

The purpose of the Board of the Oskar Schindler Performing Arts Center is to provide review and oversight to the operation of the Oskar Schindler Performing Arts Center to insure that: (i) the programming, use, and operation of the Oskar Schindler Performing Arts Center is consistent with the interest and values of the members of the community; and (ii) that any funds generated from the use and operation of the Oskar Schindler Performing Arts Center are dedicated for continued operation and improvement whether through a license agreement, sublicense agreement or otherwise. In addition, the Board of the Oskar Schindler Performing Arts Centers shall serve in an advisory capacity to the Mayor, the Department of Recreation and Township Council as to the approval of programming at the Oskar Schindler Performing Arts Center. The Board of the Oskar Schindler Performing Arts Center shall also provide support in fundraising for the continued operation and improvement of the Oskar Schindler Performing Arts Center and its facilities.

III. CHAPTER 59.2 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-59.2 Creation and Composition.

The body will be known as the Board of the Oskar Schindler Performing Arts Center (the “BOSPAC”). It shall consist of five (5) members.

IV. CHAPTER 59.3 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-59.3 Appointment of Members; Terms and Meetings.

The Board of the Oskar Schindler Performing Arts Center shall be comprised of the follows:

- a. One member shall be a member of the Township Council and shall be designated as the Council Liaison to the Oskar Schindler Performing Arts Center;
- b. One member shall be selected by the Mayor;

- c. One member shall be selected by the West Orange Recreation Department;
- d. One member shall be selected by the West Orange Arts Council; and
- e. One member shall be selected by the West Orange Department of Public Works.

Members shall serve terms of three (3) years. Members may be reappointed for successive terms. Any member who resigns or fails to attend three consecutive meetings shall have the balance of his or her term filled by the appointing authority herein.

V. CHAPTER 59.4 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-59.4 Member Duties.

The duties of the Board of the Oskar Schindler Performing Arts Center shall be as follows:

- a. The drafting and adoption of bylaws which will govern the administration, selection of officers, meeting schedule, and other operations of the Board of the Oskar Schindler Performing Arts Center.
- b. The review of programming for the Oskar Schindler Performing Arts Center and recommendation to the Mayor, the Department of Recreation, and the Township Council regarding the approval of programs at the Oskar Schindler Performing Arts Center. The review of programming at the Oskar Schindler Performing Arts Center, more specifically programming via sub-license agreement(s) to determine and insure that programming is consistent with the interest and values of the members of the community. This duty shall not infringe upon the autonomy of the operator of the Oskar Schindler Performing Arts Center nor the Township through its governing body's ability to deny a sublicensee when the programing is inconsistent with the interest and values of the members of the community.
- c. The review of financial records of funds related to programing at and operation of the Oskar Schindler Performing Arts Center, which shall occur at least on two occasions: (i) the first no later than July 1 of each year and (ii) the second, no later than October 1 of each year. However, the Board of the Oskar Schindler Performing Arts Center shall have the authority to review the financial records at any time.
- e. Assisting any and all fundraising efforts which benefit the Oskar Schindler Performing Arts Center and its facilities.

VI. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township, which are in conflict with this Ordinance, are hereby repealed to the extent of such conflict.

VII. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

VIII. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: May 29, 2019

Adopted: June 25, 2019

LEGISLATIVE HISTORY

This Ordinance establishes the Board of the Oskar Schindler Performing Arts Center. The intent of this Ordinance is to create an entity which shall have review and oversight as to the use and operation of the Oskar Schindler Performing Arts Center. As the use and operation of the Oskar Schindler Performing Arts Center is governed by a License Agreement with a non-profit entity tasked with creating programming and events at the Oskar Schindler Performing Arts Center, the Board would: (i) review proposed programming and make recommendations as to approvals to the Mayor, Department of Recreation, and the Township Council for approvals as to the proposed programs and events and (ii) review any financial records related to funds generated from the use of the Oskar Schindler Performing Arts Center. Furthermore, the Board would also assist in fund raising efforts as needed to fund the continued operations, programming, maintenance and improvements to the Oskar Schindler Performing Arts Center.

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 47.6 OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Studies and Recommendations)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to expand the scope of the West Orange Environmental Commission to add the West Orange Zoning Board of Adjustments to the list of entities to which the West Orange Environmental Commission is authorized to make recommendations.

II. CHAPTER 2, SECTION 47.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-47.6 Studies and Recommendations.

The Environmental Commission shall have the power, subject to the Municipal Land Use Law and any other Statutes which may apply, to make recommendations to the Planning Board, Zoning Board of Adjustment, Open Space Commission or the Township Council concerning open space preservation, water resource management, air pollution control, solid waste management, noise control, soil and landscape protection, environmental appearance, marine resources and protection of flora and fauna within the Township.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

Karen J. Carnevale, R.M.C., Municipal Clerk

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: June 25, 2019

Adopted: July 16, 2019

Legislative History

The purpose of this ordinance is to expand the scope of the West Orange Environmental Commission to add the West Orange Zoning Board of Adjustments to the list of entities to which the West Orange Environmental Commission is authorized to make recommendations.

**AN ORDINANCE AUTHORIZING THE OFFER BY PRIVATE SALE OF THE
PROPERTY AT BLOCK 175.08, LOT 11 ON THE TOWNSHIP OF WEST ORANGE
TAX MAP TO THE ADJACENT PROPERTY OWNERS PURSUANT TO THE LOCAL
LANDS AND BUILDINGS LAW**

WHEREAS, the Township of West Orange (the “Township”) is the owner of certain real property known as Block 175.08, Lot 11 on the Township of West Orange Tax Map (the “Property”), an undeveloped, undersized lot with no structures or capital improvements; and

WHEREAS, the Township does not have any particular use of the Property and seeks to sell the Property via private sale pursuant to N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law; and

WHEREAS, N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings Law requires that the Township offer the owners of the properties contiguous to the Property the right to prior refusal to purchase the Property; and

WHEREAS, the owner of the property contiguous to the Property is Valerie Ford who owns the property at Block 175.08, Lot 12 on the Tax Map of the Township of West Orange; and

WHEREAS, the Township Appraiser has estimated that the Property is valued at least at \$5,000 (the “Estimated Value”); and

WHEREAS, the Legal Department has drafted a letter notice (the “Letter Offer”) to the Ms. Ford which provides her nineteen (19) days to advise whether she wishes to exercise her right to prior refusal for the purchase of the Property at the Estimated Value, annexed hereto as Exhibit “A.”

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that the Township is authorized

to sell the Property consistent with the procedures set forth in N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law; and

BE IT FURTHER ORDAINED the Township is authorized to issue the Letter Offer to Valerie Ford pursuant to the procedures set forth in N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings Law; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Robert D. Parisi, Mayor

Introduced: June 25, 2019

Jerry Guarino, Council President

Adopted: July 16, 2019

Legislative History

This Ordinance is adopted pursuant to the requirements of N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law which governs the private sale of undersized and undeveloped real property with no capital improvements owned by a municipality. N.J.S.A. 40A:12-13.2 requires that a municipality provide to the owners of contiguous properties the right to prior refusal to purchase. Thus, this Ordinance authorizes the commencement of the private sale of the real property located at Block 175.08, Lot 11 on the Township of West Orange Tax Map (the “Property”) by first allowing the Township to issue a letter notice to the owner of the property contiguous to the Property the right to prior refusal to purchase to be exercise no later than nineteen days (19) days from the issuance of the notice. In consultation with the Township’s appraiser, the estimate fair market value of the Property is \$5,000 which is reflected in the letter notices.

Exhibit “A”

Writer's Direct Dial: (973) 721-5039**Writer's Direct Fax: (973) 681-7333****rtrenk@msbnj.com**

Client No. 27-0444

July 17, 2019

Via Certified Mail R.R.R. and Regular Mail

Valerie Ford
76 Highfield Lane
Nutley, New Jersey 07110

**Re: Property Located at Block 175.08, Lot 11 on the Tax Map of the Township of West Orange
Right to Prior Refusal
Response Required No Later than: August 5, 2019**

Dear Ms. Ford:

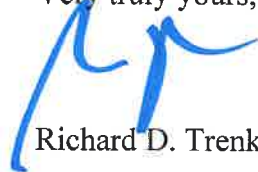
This office represents the Township of West Orange (the "Township"). The Township has adopted an Ordinance authorizing the private sale of the undersized and undeveloped property located at Block 175.08, Lot 11 on the Tax Map of the Township of West Orange (the "Property") pursuant to N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law. As the owner of the property contiguous to the Property you have a right to prior refusal pursuant to N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings Law.

Enclosed herewith is a draft Agreement of Sale for the Property setting forth the terms and conditions for the sale of the Property. Please note that the \$5,000 sale price reflects the estimated value of the Property as provided by the Township Appraiser.

No later than August 5, 2019, please advise whether you wish to exercise your right to prior refusal as to the purchase of the Property.

The Township reserves all rights, including further negotiations and revisions to the draft Agreement for Sale.

Very truly yours,



Richard D. Trenk, Esq.

Enclosure

cc: Karen Carnevale, Clerk of the Township of West Orange (via e-mail)

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement"), made as of the ____ day of _____, 2019, by and between **THE TOWNSHIP OF WEST ORANGE**, (the "Seller" or the "Township") and **VALERIE FORD** (the "Buyer").

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property known as Block 175.08, Lot 11 on the Township of West Orange Tax Map (the "Property"), an undeveloped and undersized lot; and

WHEREAS, on July ____, 2019, the Township Council for the Township of West Orange adopted Ordinance ____-19 authorizing the Township to sell the Property pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on July ____, 2019, pursuant to N.J.S.A. 40A:12-13.2, the Township issued a letter to Buyer, the owner of the adjacent lot contiguous to the Property providing notice that the Township intended to sell the Property and that the Township was providing the Buyer, the right to prior refusal to purchase the Property; and

WHEREAS, on _____, the Buyer submitted a formal offer consistent with the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, it is agreed as follows:

1. SALE. Seller agrees to sell and Buyer agrees to purchase the Seller's right, title, and interest in and to the Property for the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter provided.

2. **PURCHASE PRICE.** The Purchase Price of the Property is FIVE THOUSAND AND 00/100 (\$5,000) DOLLARS (the "Purchase Price").

The Purchase Price shall be payable as follows:

A. Upon execution of this Agreement, the Buyer shall pay the entire Purchase Price, to be held in escrow by the Township, until the Closing (as hereinafter defined).

B. At the Closing Date as defined herein, the Township shall release the Purchase Price from escrow and accept the entire Purchase Price.

3. **CLOSING DOCUMENTS.**

A. Prior to the Closing Date, Buyer shall prepare and provide to the Seller no later than forty-eight (48) hours from Closing Date, the Closing Documents including: (i) a Deed (the "Deed"), in proper form for recording; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including an Affidavit of Title.

B. At the Closing, Seller shall execute and/or deliver to the Buyer: (i) the Deed; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including the Affidavit of Title.

C. At the Closing, Buyer shall execute and/or deliver to Seller such other documents and/or instruments as may be reasonably required by Seller's attorneys or Buyer's title insurance company to effectuate the within transaction.

4. **TITLE.** The dimensions of the Property shall be set forth on a survey which shall be ordered by the Buyer at the Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose,

provided same do not render title uninsurable at regular rates. The sale is also subject to applicable zoning ordinances. The Seller shall provide title, free and clear of all mortgages, encumbrances and liens.

5. **POSSESSION.** At the Closing, Seller shall deliver possession of the Property to the Buyer.

6. **DUE DILIGENCE.** The Buyer shall be solely responsible for the investigation of all facts and data which it has deemed necessary or desirable to enter into this Agreement (referred to as “Due Diligence”). Due Diligence shall also include any and all investigations regarding title and investigations regarding any and all impediments related to title. Buyer consents and acknowledges that all Due Diligence has been completed or shall be completed by the Closing Date as defined herein.

7. **CONDITION OF PROPERTY.** Buyer acknowledges and agrees that it has the opportunity to inspect the Property during the Due Diligence including, but not limited to, all of the improvements and the land comprising the Property. The Buyer acknowledges that it is purchasing the Property “**WHERE IS**” and “**AS IS**” without reliance upon any warranty or representation made by Seller or by any of its agents or representatives, including any broker, of any kind or nature, except that the Seller has not received any notice regarding any environmental issue affecting the Property. The Buyer shall be responsible, at its sole cost and expense: (i) to obtain whatever governmental certificates or approvals, that might be necessary to convey the Property to the Buyer; and (ii) to conduct an inspection and perform all Due Diligence of the Property. Buyer understands and agrees to accept the Property in its current undeveloped state. Notwithstanding the above, Seller will convey to Buyer good and marketable

title to the Property, insurable at regular rates by a title insurance company licensed to do business in New Jersey, chosen by Buyer, subject to the restrictions set forth herein.

8. DISCLOSURES AND ACKNOWLEDGMENTS. Buyer acknowledges that it is aware that there are no utilities connected to the Property and that Buyer shall bear the burden to construct and install all necessary utilities and subject to all required permit applications and approvals. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed an approval for any application for construction or installation of utilities on behalf of the Township. In addition, Buyer acknowledges that it is aware that the Property is currently within a Conservation District pursuant to Section 25, Chapter 26.13 of the Township Municipal Code which limits the use and construction on the Property. Buyer further acknowledges that the approval and execution of this Agreement shall not be deemed a covenant or promise that the Property can be or will be removed from the Conservation District.

9. CLOSING OF TITLE. The Closing shall take place within fourteen (14) days after the Township Council for the Township's approval of the sale, **TIME BEING OF THE ESSENCE** (the "Closing Date"), at the offices of McManimon, Scotland and Baumann, LLC, 75 Livingston Avenue, Suite 201, Roseland, New Jersey 07068, or at such other location as may be mutually agreed by the parties, at a time mutually convenient for the parties.

10. TOWNSHIP COUNCIL APPROVAL. The parties' obligations set forth in this Agreement are expressly subject to final approval by the Township Council for the Township of West Orange (the "Township Council") to be manifested in the adoption of a resolution authorizing the sale of the Property **and** the execution of this Agreement.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. If any of the terms in this Agreement conflict with any previous agreement

or contract between the parties, the terms of this Agreement prevail. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto.

12. **BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

13. **CONSTRUCTION.** The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement.

14. **FURTHER ASSURANCES.** Each party agrees that at any time or from time to time upon written request of the other party, they will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate this transaction.

15. **CAPTIONS.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

16. **NOTICES.** All notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) **In the case of Township of West Orange:**

Mayor Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With copy to:

Richard D. Trenk, Esq.
McManimon, Scotland and Baumann
75 Livingston Avenue, Suite 201
Roseland, New Jersey 07068

(b) **In the case of the [BUYER'S NAME]:**

Valerie Ford
76 Highfield Lane
Nutley, New Jersey 07110

With copy to:

[BUYER'S COUNSEL'S NAME]
[BUYER'S COUNSEL'S ADDRESS]

Any party may change the notice address by written notice to the other party.

17. REMEDIES. If Buyer defaults in its obligations hereunder, Buyer shall waive any and all rights to the funds held by the Township in escrow as liquidated damages and Seller shall keep the funds held in escrow and may sell the Property to another buyer. If the Seller defaults in its obligations hereunder or shall fail to close title hereunder for any reason, then Buyer, as its sole and exclusive remedy, shall be solely entitled to the rescission of this Agreement and return of the Purchase Price paid to the Seller.

18. WAIVER OF CONDITIONS.

A. Buyer and Seller each shall have the right to waive any of the terms or conditions of this Agreement which are strictly for their respective benefit and to complete the Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver shall be effective and binding only if made in writing and signed by the party who benefits from the condition being waived.

B. No waiver by either party of any failure or refusal by the other party to comply with their obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by the other party so to comply.

19. SEVERABILITY. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect. If, however, the severed clause or provision relates to the Purchase Price or other monies to be paid hereunder, Seller shall have the right to terminate this Agreement on prior written notice to the Buyer.

20. GENDER. As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

21. NO BROKER. Both Seller and Buyer represent and warrant that no real estate broker, agent, or salesperson has been involved in this transaction. The Buyer and Seller shall each indemnify the other if a brokerage commission is sought.

22. MISCELLANEOUS.

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. Seller acknowledges that Purchaser may purchase the Property as part of an IRC Section 1031 Tax Deferred Exchange for Purchaser's benefit. Seller agrees to assist and cooperate in such exchange for the benefit of Purchaser provided Seller shall incur no liability, cost or expense and will execute any and all documents, subject to the reasonable approval of its counsel, as are reasonably necessary in connection with such exchange.

C. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of the Debtor with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

WITNESS:

TOWNSHIP OF WEST ORANGE, *Seller*

_____ By: _____
MAYOR ROBERT D. PARISI

WITNESS:

VALERIE FORD, *Buyer*

_____ By: _____
VALERIE FORD