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**Township Council**  
1 Municipal Plaza  
Bloomfield, NJ 07003

**Louise M. Palagano**  
*Municipal Clerk*

<http://www.bloomfieldtwpnj.com>

Meeting: 04/01/13 07:00 PM

**2013 RESOLUTION APPROVAL**

**HEARING OFFICER**

**WHEREAS**, on March 27, 2013, Employee No. 01580 was brought up on discipline matters; and

**WHEREAS**, the Township of Bloomfield feels it is in the best interest of the Township to hire Devine/Kalleberg LLC as the Hearing Officer in this matter at a cost of \$120.00 per hour; and

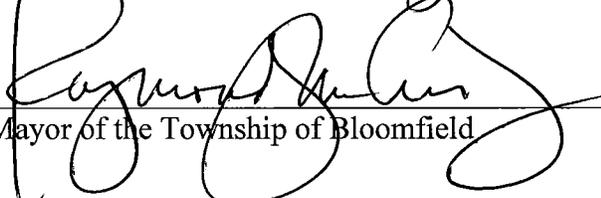
**WHEREAS**, the Director of Finance has indicated that funding is available to cover the cost regarding this matter.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey, hereby authorizes the Township Administrator to enter into a contract with Devine/Kalleberg LLC for services as the Hearing Officer involving Employee No. 01580.

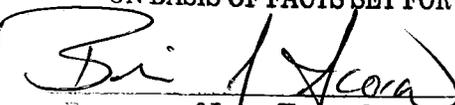
\*...\*...\*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on April 01, 2013.

  
\_\_\_\_\_  
Municipal Clerk of the Township of Bloomfield

  
\_\_\_\_\_  
Mayor of the Township of Bloomfield

...ED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

  
\_\_\_\_\_  
...or of Law-Township Attorney

✓ Vote Record - Resolution 2656					
		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Withdrawn					
<input type="checkbox"/> Tabled					
<input type="checkbox"/> Approved					
<input type="checkbox"/> Approved by Consensus					
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					
	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



# CONSULTING AGREEMENT

This Consulting Agreement is made effective as of the 2<sup>nd</sup> day of April, 2013 ("Consulting Agreement") by and between the Township of Bloomfield, having its principal place of business at One Municipal Plaza, Bloomfield, Essex County, New Jersey 07003 (the "Township"), and DEVINE/KALLEBERG, LLC, having an address at 179-9 Route 46 West, #218, Rockaway, Morris County, New Jersey 07866-4046 (the "Consultant"):

**WHEREAS**, the Township desires to retain the services of the Consultant to perform consulting services regarding serving as a hearing officer in disciplinary proceeding/ employment matters within the Township of Bloomfield; and

**WHEREAS**, the Consultant possesses the necessary experience, qualifications, degrees, licenses, and/or certifications to serve as a hearing officer in disciplinary/ employment hearings.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth, the Township and Consultant hereby agree as follows:

1. Services: Consultant shall serve as a "Hearing Officer" in disciplinary proceeding/ employment matters within the Township of Bloomfield Police Department.

2. Relationship of Parties: Consultant is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship.

3. Term: The Consultant shall serve in its capacity as a hearing officer for disciplinary/employment hearings commencing on the date hereof (the "Commencement Date") until the earlier to occur of (a) one year after the Commencement Date (the "Term"), or the completion of the hearing process. If a hearing has been commenced and determination not rendered within the one year time period, then the term shall be extended until the conclusion of the matter; or (b) the termination of this Consulting Agreement pursuant to Section 8 hereof.

4. Qualifications:

(a) The Consultant hereby certifies that it possesses all requisite experience, qualifications, degrees, licenses, and/or certifications to serve as a hearing officer.

(b) Prior to commencing any services pursuant to this Consulting Agreement, the Consultant shall submit to the Township copies of all licenses, certifications, *curriculum vitae*, statements, materials, and records necessary for ascertaining the Consultant's qualifications, experience, and expertise.

5. Services and Compensation:

(a) During the term of this Consulting Agreement, the Consultant shall only perform such duties and provide such services as (hereinafter collectively "the Services") directed by the Township. The Consultant shall have no other authority or power above or in addition to that specifically authorized by the Township.

(b) In the performance of the Consulting Services hereunder, the Consultant shall comply with all applicable State, Federal, and local laws, regulations, and ordinances.

(c) As compensation for Consultant's services hereunder, the Township shall pay to the Consultant a consulting fee of One Hundred Twenty Dollars (\$120.00) per hour (the "Consulting Fee") with a four (4) hour minimum for appearance at a scheduled hearing, which shall be payable within 60 days after the Township's receipt of a detailed itemized invoice for the Consulting Services actually performed, and time spent. Compensation shall be paid for time spent for preparation, review, hearing process, and report writing. The Consulting Fee will be reported to the Internal Revenue Service via Form 1099, and the Consultant shall be responsible for the payment of all applicable taxes thereon.

(d) The hours and dates of performance of Consulting Services including, but not limited to, any hearing(s) conducted, shall be mutually agreed upon by the Consultant and the Township. The Township agrees to make available a room with recording equipment and supplies as required.

6. Indemnification: Consultant shall indemnify and hold harmless the Township from and against any and all actions, suits, claims, demands, or damages which shall arise from the improper acts or omissions of the Consultant during the performance of the Services. Likewise, the Township shall indemnify and hold harmless Consultant from and against any and all actions, suits, claims, demands, or damages which are asserted or enforced against Consultant or which are incurred or sustained by Consultant and which arise other than by reason of the commission by the Consultant of an intentional improper act or gross negligence..

7. Compliance with Laws: Anything in this Consulting Agreement to the contrary notwithstanding, neither the Township nor the Consultant shall perform any act or service which violates any applicable laws, nor shall the Consultant take any action that would cause the Township to be in violation of any applicable laws.

8. Termination: This Consulting Agreement may be terminated prior to the end of the Term, as follows:

(a) By the Township for Cause. At the option of, and by written notice from the Township to the Consultant, the Township may terminate this Consulting Agreement if the Township finds "Cause" for termination. For purposes of this Consulting Agreement, the term "Cause" means the occurrence or existence of any of the following with respect to the Consultant, as determined in good faith by the Township: (i) any misconduct by the Consultant including, but not limited to, any illegal act purposely undertaken by the Consultant, regardless of its outcome; (ii) the arrest, indictment, conviction of the Consultant or the Consultant's entry of a plea of *nolo contendere*, guilty or the equivalent with respect to any felony or any other crime which involves fraud, dishonesty or moral turpitude; (iii) conduct by the Consultant which constitutes misconduct or gross negligence in providing services to the Township; or (iv) any other material breach of this Consulting Agreement.

Notwithstanding anything to the contrary herein, the Township may terminate this Consulting Agreement without Cause at any time upon thirty (30) days advance written notice to the Consultant. In event of a termination of this Consulting Agreement, the Consultant shall, if

requested by the Township, continue to render services and issue a final report, and be paid its Consulting Fee for all services performed within sixty (60) days after the date of termination with the compensation amount based upon percentage of completion of the program. In the event of termination without Cause, the Consultant shall submit to the Township a final invoice within thirty (30) days after receiving written notice of said termination without Cause, and the Township shall only be liable to pay Consultant those amounts appearing on the final invoice up through the date on which the Services shall terminate, and any other previous unpaid invoice.

(b) By the Consultant. The Consultant may terminate this Agreement for any reason without cause on thirty (30) days' notice. In the event of such a termination, Consultant shall be paid for all Services through this date of termination of this Agreement upon final invoice within 30 days with the compensation amount based upon percentage of completion of the program.

(c) Death or Disability. In the event that any individual member of the Consultant dies or becomes disabled or otherwise unable to perform the Services under this Consulting Agreement, the Township's sole liability hereunder shall be its obligation under § 8(a) as if the Consultant was terminated without cause. For the purposes of this Consulting Agreement, disability shall be defined as an inability to perform services for a continuous period of thirty (30) days, as a result of any physical or mental condition. Any invoices due on/or owing shall be paid to consulting firm, its assignees or heirs.

9. Binding Agreement: This Consulting Agreement shall be binding upon, and shall inure to the benefit of, the respective heirs, legal representatives, successors, and permitted assigns of the parties hereto.

10. Notices: All notices, reports, requests, demands and other communications given under this Consulting Agreement shall be in writing in order to be legally effective and will be deemed to have been duly given if delivered by hand or facsimile, or sent by a nationally recognized overnight delivery service, or certified mail return receipt requested to:

To the Township of Bloomfield:

Ted Ehrenburg, Township Administrator  
Township of Bloomfield  
One Municipal Plaza  
Bloomfield, New Jersey 07003

To Consultant:

Joseph Devine  
Devine/Kalleberg, LLC  
179-9 Route 46 West, #218  
Rockaway, New Jersey 07866-4046

Notices shall be deemed to have been made as of the date of receipt thereof by the person to whom sent, unless otherwise provided in this Consulting Agreement. A party may change its address listed above by notice to the other party.

## 11. Entire Agreement.

This Consulting Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally. No change, termination, or attempted waiver of the provisions hereof shall be binding unless in writing and signed by both parties. For purposes of this Consulting Agreement, the authorized representative of the Township is the Township Administrator. Assuming these conditions are met, this Consulting Agreement may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions of this Consulting Agreement may be waived, except that if this Consulting Agreement is terminated within a twelve (12) month period after the date of full execution, a replacement agreement may not be entered into within that initial twelve (12) month period.

12. Invalid Provisions: If any provision of this Consulting Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Consulting Agreement are not materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Consulting Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Consulting Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) the parties will negotiate in good faith to substitute a provision of like economic effect and intent and in compliance with appropriate laws.

## 13. Governing Law:

(a) This Consulting Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, regardless of the laws that might otherwise govern under New Jersey's applicable principles of conflicts of law thereof.

### **(b) Consent to Jurisdiction.**

**(i) EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE SUPERIOR COURT OF NEW JERSEY IN ESSEX COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS CONSULTING AGREEMENT.**

**(ii) EACH PARTY HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN THE COURTS DESCRIBED ABOVE AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO RESOLVE ANY DISPUTE OTHER THAN AS SET FORTH HEREIN OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF EXCEPT BY APPEAL.**

**(iii) EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT**

**LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS. IN ADDITION, EACH OF THE PARTIES CONSENTS TO THE SERVICE OF PROCESS BY PERSONAL SERVICE OR ANY MANNER IN WHICH NOTICES MAY BE DELIVERED HEREUNDER IN ACCORDANCE WITH SECTION 14 OF THIS CONSULTING AGREEMENT AND IN ACCORD WITH NEW JERSEY COURT RULES AS PROOF OF SERVICE.**

14. **Conflicting Work:** It is understood that the Consultant may be working with other organizations or companies simultaneously with the Consultant's work for the Township. However, during the term of the Consultant's work with the Township, the Consultant shall not engage in any work for others involving the same or similar subject matter as to which the Consultant is performing services or undertaking work hereunder in the event that the performance of said work directly creates a material inherent conflict of interest or would prevent Consultant from performance of duties under this agreement. The Consultant shall not enter into any agreement, arrangement, or understanding that will create a direct conflict with this Consulting Agreement or prevent the Consultant from performing the work hereunder without the prior written approval of the Township.

Further, the Consultant represents and warrants that the execution, delivery and performance of this Consulting Agreement by the Consultant does not and shall not conflict with, or result in a material breach of any agreement, assignment, license, judgment or court decree by which the Consultant is bound and that this Consulting Agreement has been duly executed by the Consultant and constitutes a valid and legally binding obligation enforceable against the Consultant in accordance with its terms.

15. **Fair Market Value:** The Parties acknowledge and agree that the compensation set forth in this Consulting Agreement, is intended to represent fair market value for the services to be rendered hereunder.

16. **Force Majeure:** Neither Party to this Consulting Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, unavoidable accidents, strikes, lockouts or other labor trouble or shortage.

17. **Third Party Beneficiaries:** The parties agree that no person or entity other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Consulting Agreement against any of the parties hereto.

18. **Execution of Counterparts:** This Consulting Agreement may be executed in two or more duplicate counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

19. **Headings:** The section headings contained in this Consulting Agreement are inserted for convenience of reference only and shall not otherwise affect the meaning or interpretation or

be deemed to be a substantive part of this Consulting Agreement.

20. Damages: In no event will either party be liable to the other party, whether arising in contract, tort, warranty, or otherwise, for any special, indirect, incidental, exemplary, punitive or consequential damages, including, but not limited to loss of anticipated profits.

21. Compliance: The Consultant agrees to comply with the terms of any orders, judgments, and agreements between the Township and any authority or its authorized designee, which relate to the activity under this Consulting Agreement, provided that any such order, judgment or agreement does not increase the obligations of or reduce the compensation which is payable to the Consultant and the Township agrees to provide the Consultant with immediate notice of any such order, judgment, or agreement.

22. Insurance: Consultant will provide the Township of Bloomfield with evidence of errors and omissions coverage with a limit of \$1,000,000.00.

23. Waiver of Breach: In the event any breach of this Agreement shall be waived in writing by either party, such waiver shall not constitute a waiver of any subsequent breach by the waiving party.

24. Regulations: This Agreement is subject to State and Federal Rules and Regulations, now or hereafter promulgated or enacted, which shall be paramount to the content of this Agreement.

25. Affirmative Action:

**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 (REVISED 10/08) 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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 targeted 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 Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Consulting Agreement as of the day and year first above written.

**TOWNSHIP OF BLOOMFIELD**

BY: 

TED EHRENBURG, Township Administrator

**DEVINE/KALLEBERG, LLC**

BY: 

JOSEPH DEVINE, Managing Member

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)

DEVINE/KALLEBERG LLC  
0600324046

*I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department a  
Certificate of Formation on April 21st, 2008  
and that the attached is a true copy of this  
document as the same is taken from and compared  
with the original(s) filed in this office and now  
remaining on file and of record.*

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
22nd day of April, 2008*



A handwritten signature in black ink, appearing to read "R. David Rousseau".

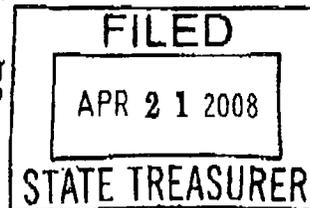
*R. David Rousseau  
State Treasurer*

# Certificate of Formation

## Limited Liability Company

for

Devine/Kalleberg LLC



**T**HIS IS TO CERTIFY THAT there is hereby organized a Limited Liability Company under and by virtue of the New Jersey Limited Liability Company Act (N.J.S.A. 42:2B-1 et seq.).

**FIRST:** The name of the Limited Liability Company is Devine/Kalleberg LLC.

**SECOND:** The purpose for which this Limited Liability Company is organized is to engage in any activity within the purposes for which Limited Liability Companies may be formed pursuant to the New Jersey Limited Liability Company Act.

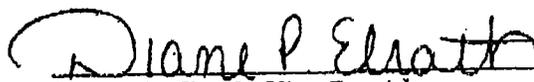
**THIRD:** The name and address of the registered agent is Paul Kalleberg, 179-9 Route 46 West, #218, Rockaway, NJ 07866.

**FOURTH:** The Limited Liability Company shall have at least one member.

**FIFTH:** The duration of the Limited Liability Company is perpetual.

**SIXTH:** The members are Paul Kalleberg, Joseph Devine.

In Witness Whereof, the undersigned has been authorized to sign this Certificate of Formation this 21st day of April, 2008.

  
Diane P. Elrath, Vice President

Capitol Information Service, Inc.  
172 West State Street  
Trenton, NJ 08608

FILED FOR: James M. Porfido, Esq.  
314092 55 Madison Avenue  
Suite 120  
Morristown, NJ 07960

0000324046

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 280  
TRENTON, NJ 08646-0280

TAXPAYER NAME

DEVINE KALLSBERG LLC

TRADE NAME

ADDRESS

1759 ROUTE 46 WEST #218  
ROCKAWAY TWP NJ

SEQUENCE NUMBER

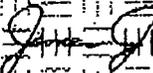
284270

EFFECTIVE DATE

08/04/09

ISSUANCE DATE

08/04/09

  
Director  
New Jersey Division of Revenue

## **Joseph A. Devine, Ed.D.**

(973) 255-9282 ♦ [Chiefmcpo@msn.com](mailto:Chiefmcpo@msn.com)

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### **PROFESSIONAL SUMMARY**

Dr. Joseph A. Devine has over thirty years of experience in Public Administration and Law Enforcement, including eight years as a Chief Law Enforcement Officer. A graduate of the *FBI National Academy, FBI LEEDS* at Princeton University, Dr. Devine is also a Certified Public Manager, a Certified Chief Executive Law Enforcement Officer and is currently active in the development of the *Association of European Threat Assessment Professionals (AETAP), Lucerne, Switzerland*. With over fourteen years experience as a college professor his experience includes teaching *Europol (The Hague) executives. Instructional training was received at the Department of Behavioral Sciences and Leadership, United States Military Academy, West Point. In 2009 Dr. Devine spoke on a historic dimension of homeland security at The Hague, Netherlands. In March of 2012 Dr. Devine spoke at an international history conference in New Orleans, La.*

### **LAW ENFORCEMENT LEADERSHIP EXPERIENCE**

#### **♦ Chief of Investigations**

Morris County Prosecutor's Office, Morristown, NJ. January 2002-July 2006

Leadership and management of an office consisting of one hundred seventy employees charged with the investigation and prosecution of indictable crimes. The office is comprised of a Major Crimes Unit, Sex Crimes Unit, Juvenile/Missing Persons/Domestic Violence Unit, Arson/Environmental Crimes Unit, Narcotics/Gambling Unit, Fugitive Unit, Professional Standards Unit, Computer Crimes Unit, Fraud Unit, Critical Infrastructure Protection Unit, Intelligence Unit, Homeland Security Division and Urban Area Security Initiative (UASI). The budget for 2005 was \$11,500,000.00. The United States Census Bureau has rated Morris County, New Jersey as the fourth wealthiest county in the United States. The total population of Morris County is 470,212 with a geographic size of 469 square miles. Member of Executive Board FBI Joint Terror Task Force, (Newark Field Office) 2004-2006.  
*Retired in good standing on June 30, 2006.*

#### **♦ Chief of Police**

Rockaway Township Police Department, Rockaway, NJ. July 1, 1998-March 2002

Command and leadership of all department personnel and operations. Department consisted of approximately 70 employees with a jurisdiction of 48 square miles located approximately 25 miles west of New York City.

Began with the Department in August 1981 and progressed through the ranks of Sergeant, Lieutenant, Captain, Deputy Chief and was promoted to Chief in 1998.

◆ **County Investigator**

Morris County Prosecutor's Office, Morristown, NJ. 1981

◆ **Sheriff's Detective**

Morris County Sheriff's Office, Morristown, NJ. 1980-1981

◆ **Sheriff's Officer**

Morris County Sheriff's Office, Morristown, NJ. 1979-1980

**PUBLIC ADMINISTRATION EXPERIENCE**

◆ **Deputy Borough Administrator**

Borough of Deal, New Jersey 2007-2011

Administrative and leadership responsibility for municipal public safety agencies including, but not limited to Police, Fire and EMS.

◆ **Board Member, Blairstown Board of Education, Blairstown, NJ 1993-1995**

◆ **Board Member, Blairstown Board of Adjustment, Blairstown, NJ 1992-1995**

◆ **Committee Member, Blairstown Recreation Committee, Blairstown, NJ 1992-1994**

**EDUCATION**

◆ **Doctor of Education, Ed.D.**

2007

Seton Hall University, South Orange, NJ.

Leadership, Management and Policy (concentration in Organizational Leadership)

G.P.A.: 3.964.

◆ **Doctor of Letters, D.Litt (In Progress)**

2010-

Drew University, Madison, NJ

American History, GPA with 24 credits completed is 4.0

◆ **Educational Specialist, Ed.S.**

2004

Seton Hall University, South Orange, NJ.

Leadership, Management and Policy. G.P.A.: 3.93.

◆ **Master of Administrative Science**

2002

Fairleigh Dickinson University, Madison, NJ. G.P.A.: 3.76

◆ **Master of Science**

1988

Jersey City State College, Jersey City, NJ.

Criminal Justice Administration G.P.A.: 3.67

- ◆ **Baccalaureate of Arts** 1984  
William Paterson University of New Jersey, Wayne, NJ.  
History, **Cum Laude**. G.P.A.: 3.46 Honors Graduate
- ◆ **Certified Public Manager** 1995  
Fairleigh Dickinson University, Madison, NJ. G.P.A.: 3.75
- ◆ **Certified Law Enforcement Executive** 2001  
New Jersey State Association of Chiefs of Police
- ◆ **F.B.I. National Academy** July-September, 1999  
198<sup>th</sup> Session. Fifteen Graduate credits from University of Virginia, Physical Fitness Awards (Yellow Brick), Lectured on Transformational Leadership (Graduate level) while at national Academy. **Selected as one of fifteen in the F.B.I.'s "First Leadership Challenge"**.
- ◆ **F.B.I. Law Enforcement Executive Development Seminar** 1995  
Princeton University, Princeton, NJ.

#### **TEACHING EXPERIENCE**

- ◆ **Assistant Professor of Administrative Science/Homeland Security**  
August 2007 to Present  
Fairleigh Dickinson University, Teaneck, NJ.  
Experience in teaching undergraduate and graduate courses in Administrative Science and Homeland Security. Current assignments include courses related to Global Security and Terrorism, Emergency Management Administration, School Security and Safety Administration, Intelligence Led Policing, Intelligence Team Management and Administrative Science and Organizational Leadership.  
[www.fdu.edu](http://www.fdu.edu) and [www.sas.fdu.edu](http://www.sas.fdu.edu)
- ◆ **Assistant Professor: New Jersey Certified Public Managers Program.**  
**Instructed Levels IV, V and VI of CPM**
- ◆ **Adjunct Professor of Public Administration** January 1996 to August 2007  
Fairleigh Dickinson University, Teaneck, NJ.  
Experience in teaching numerous graduate and undergraduate courses in Public Administration. Primary focus on graduate courses in State and Local Government, Comparative Government, Leadership, Management, Human Resources Administration, Organizational Behavior and Ethics, Theory and Practice of Administration and courses related to the management of terrorism and critical incidents. Specializing in graduate courses at the United States Army Armament University.

- ◆ **Adjunct Professor of Organizational Leadership and Organizational Behavior**  
(Graduate Level) 1998-2002  
Seton Hall University, South Orange, NJ.
  
- ◆ **Lead Instructor/Academic Coordinator/Program Chair** 1993-2002  
**West Point Leadership and Command Program**, sponsored by the New Jersey State Association of Chiefs of Police. United States Military Academy, West Point, NY. Organizational Studies/Department of Behavioral Science and Leadership.
  
- ◆ **Kappa Delta Pi, Xi Gamma Chapter**  
International Honors Society in Education

Owner of: Devine/Kalleberg, LLC. This LLC has provided consultation to multiple municipalities and counties throughout New Jersey since 2006.

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**Additional training records and certifications are available upon request. Much of the training received subsequent to September 11, 2001 is relevant to counter-terrorism and critical infrastructure protection.**

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*A list of published professional articles authored by Dr. Devine is available upon request.*