

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

AGENDA REGULAR MEETING December 13, 2022

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Roll Call
4. Chairman's Remarks
5. Approval of Minutes
 - a. Regular Meeting – November 9, 2022
6. Public Comments (any subject)
7. Consideration for approval of list of Resolutions attached dated December 13, 2022
8. Report of Committees:
 - a. Finance Committee
 - b. Personnel Committee
 - c. Insurance Committee
 - d. Operating Committee
 - e. Strategic Plan Subcommittee
 - f. Buildings and Grounds Committee
 - g. Safety and Security Committee
9. Report of Treasurer
10. Report of General Counsel
11. Report of Consulting Engineer
12. Report of Executive Director
13. Report of Authority Engineer
14. Report of Superintendent
15. Old Business
16. New Business
17. Public Comments (on subjects 4 through 16)
18. Adjournment

December 9, 2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

December 13, 2022

CONSENT AGENDA

RESOLUTIONS

- 107-2022 Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 108-2022 Permanent Employment – Joseph Weimmer as O&M Helper
- 109-2022 Shared Services Agreement with the Bergen County Utilities Authority for Management Services
- 110-2022 Authorization to Renew a Professional Services Contract with Valley Health System, Inc. Regarding the Coordination and Conduct of Alcohol and Drug Testing Services
- 111-2022 A Resolution Adopting Technology Risk Management Standards in Compliance with the New Jersey Municipal Excess Liability Joint Insurance Fund’s Cyber Risk Management Plan’s Tiers One, Two & Three Requirements
- 112-2022 Resolution Authorizing the Northwest Bergen County Utilities Authority to Approve a Sewer Connection Application with Laurjo Construction Co. for the 193 & 202 Deerfield Terrace, Mahwah, New Jersey Sewer Connection
- 113-2022 Authorization to Renew a Shared Services Agreement with the Borough of Saddle River
- 114-2022 Authorization to Enter into a Shared Services Agreement with the Bergen County Utilities Authority for Qualified Purchasing Agent Services

Rev. Dec. 12, 2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 107-2022

Date: December 13, 2022

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

WHEREAS, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

WHEREAS, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

WHEREAS, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of November 2022 and Health Benefits and Dental Benefits transfers for December 2022; and

WHEREAS, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listed on the attached reports and have found them to be in order.

NOW, THEREFORE, BE IT RESOLVED,

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated December 13, 2022 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$208,783.84

ACCOUNT: Tax Deposit Account
Total: \$89,702.14

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$117,710.14

ACCOUNT: Health Benefits Contribution Employee
Total: \$4,360.17

ACCOUNT: Dental Benefits
Total Transfer: \$3,924.11

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 107-2022

Date: December 13, 2022

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$32,165.62

ACCOUNT: Operating Account

Total: \$359,519.15

ACCOUNT: General Improvement Account

Total: \$178,402.08

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

RECORDED VOTE:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Soukas	Tombalakian	Kasparian
Offered								
Seconded								
Aye								
Nay								
Absent								
Abstain								
Recuse								

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 110-2022

Date: December 13, 2022

AUTHORIZATION TO RENEW A PROFESSIONAL SERVICES CONTRACT WITH VALLEY HEALTH SYSTEM, INC. REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS, the Authority presently engages the services of Valley Health System, Inc. of Ridgewood, New Jersey relating to the providing of professional services to the Authority in connection with a drug and alcohol testing policy at the Authority, as well as the training and screening of, among others, Authority employees who are holders of Commercial Drivers Licenses; and

WHEREAS, Valley Health System, Inc. provided the Authority with a proposed agreement to continue these same services for the calendar year 2023; and

WHEREAS, the fees for such services provided by Valley Health System, Inc. will be in accordance with the Fee Schedule hereby incorporated by attachment into this resolution; and

WHEREAS, the services to be performed by Valley Health System, Inc. qualify as “professional services” under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), and therefore the contract for same can be awarded by the Authority without public advertisement for bids; and

WHEREAS, the Commissioners of the Northwest Bergen County Utilities Authority, in consideration of the foregoing, have determined that it is in the best interest of the Authority to continue to have an alcohol and controlled substances program in place and enforced at the Authority, and for Valley Health System, Inc. to be retained in this regard effective January 1, 2023 to December 31, 2023.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 110-2022

Date: December 13, 2022

AUTHORIZATION TO RENEW A PROFESSIONAL SERVICES CONTRACT WITH VALLEY HEALTH SYSTEM, INC. REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority that the Executive Director of the Authority be and is hereby authorized to take all reasonable and necessary steps to cause the Authority to enter into a mutually satisfactory Professional Services Contract with Valley Health System, Inc. for 2023 regarding the coordination and conduct of alcohol and controlled substance abuse program at the Authority covering, among others, holders of Commercial Drivers Licenses.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 13, 2022.

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

Recorded Vote:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Soukas	Tombalakian	Kasparian
Offered								
Seconded								
Aye								
Nay								
Absent								
Abstain								
Recuse								

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between **Valley Health System, Inc.** ("PROVIDER"), a New Jersey non-profit corporation having its principal place of business at 223 North Van Dien Avenue, Ridgewood, New Jersey 07450 and **Northwest Bergen Utilities Authority** ("PUBLIC ENTITY"), a PUBLIC ENTITY having its address at 30 Wyckoff Ave., Waldwick, New Jersey 07463 on this date of **January 1, 2023**, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to public entities and companies to support workplace alcohol and drug testing programs and policies;

The PUBLIC ENTITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

I. PROVIDER RESPONSIBILITIES

A. PROVIDER will offer the following services to PUBLIC ENTITY upon request:

1. Alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.
2. Drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.
3. DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for

such testing, including all applicable procedural, personnel, and equipment requirements.

- B. PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the PUBLIC ENTITY in accordance with the Fee Schedule, appended as Exhibit A to this Agreement. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.
- C. PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the PUBLIC ENTITY.
 - 1. FIVE YEARS: Alcohol tests > 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable; medical explanations of inability to provide specimens; calibration documentation for EBTs; and substance abuse professional evaluations & related information.
 - 2. TWO YEARS: Supervisory training BAT and drug screen collector training/certification; logbooks for drug and alcohol testing, if used; random selection records; agreement for testing (e.g., collection, laboratory, MRO, consortium).
 - 3. ONE YEAR: Negative (<0.02) or canceled drug test results alcohol test results.
- D. Except as noted elsewhere in this Agreement, PROVIDER may release individual test results to PUBLIC ENTITY or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom PROVIDER is required to make such release pursuant to a court order or valid subpoena.
- E. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request
- F. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request.

- G. Reporting of results to PUBLIC ENTITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

II. PUBLIC ENTITY RESPONSIBILITIES

- A. PUBLIC ENTITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of PUBLIC ENTITY.
- B. PUBLIC ENTITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.
- C. PUBLIC ENTITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.
- D. PUBLIC ENTITY will notify PROVIDER of any responsibilities with regard to the PUBLIC ENTITY's Employee Assistance Program as it relates to alcohol and drug testing.
- E. PUBLIC ENTITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to PUBLIC ENTITY officials with a business need for the information only.
- F. PUBLIC ENTITY authorizes PROVIDER to request specific information or upon prior consultation with and approval by MUNICIPALITY to order additional tests as necessary or appropriate related to tests performed for PUBLIC ENTITY; PUBLIC ENTITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.
- G. PUBLIC ENTITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by PUBLIC ENTITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.
- H. PUBLIC ENTITY acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

III. ASSIGNED RESPONSIBILITIES

PUBLIC ENTITY and PROVIDER agree that PROVIDER shall bear responsibility for the following procedures and services: (1) Selection/provision of alcohol testing services; (2) Selection/provision of drug testing collections; (3) Selection/provision of drug testing laboratory services; (4) Random selection for drug and/or alcohol testing; and (5) Mandatory reporting to FMCSA Clearinghouse. PROVIDER agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

IV. FEES AND PAYMENT

- A. **Fees.** Fees for services provided by PROVIDER to PUBLIC ENTITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.
- B. **Fee Changes.** The price for services rendered under this Agreement will not change unless PROVIDER notifies PUBLIC ENTITY in writing sixty (60) days in advance of a price change. On or before the date the price change goes into effect, PUBLIC ENTITY shall inform PROVIDER, in writing, whether it agrees to the price change. If PUBLIC ENTITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then-current price for the duration of the Agreement, or either party may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.
- C. **Significant Changes in Services Provided.** If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, PROVIDER shall provide written notice of such change to PUBLIC ENTITY. Upon service of such notice, both parties agree to work in good faith to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement. In the event that the parties do not come to an agreement within forty five (45) days of service of the notice, either party may terminate this Agreement, by providing the other party with at least fourteen (14) days' notice.
- D. **Payment.** PROVIDER will invoice PUBLIC ENTITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the PUBLIC ENTITY's receipt of the invoice. Overdue payments are subject to interest accruing at a rate of 1.5% per month. In the case of failure of PUBLIC ENTITY to make timely payment, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

V. TERM

The term of this Agreement shall be for a period of one (1) year commencing **on January 1, 2023, and terminating on December 31, 2024**, with the understanding that this Agreement will renew itself for an additional term of one (1) year, through 2025, unless terminated prior to that date in writing by either party herein. Either party may terminate this Agreement at any time, with or without cause by providing the other party with at least thirty (30) days' written notice.

VI. INSURANCE

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof.
- B. **PUBLIC ENTITY INSURANCE:** PUBLIC ENTITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring the PUBLIC ENTITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the PUBLIC ENTITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. PUBLIC ENTITY shall provide evidence of such coverage to PROVIDER.

VII. CONFLICTS OF INTEREST.

PROVIDER, in performing work for and on behalf of the PUBLIC ENTITY, must conduct business according to the highest ethical standards. The PUBLIC ENTITY recognizes the right of individuals to engage in outside activities that are private in nature and unrelated to governmental business. However, business dealings can create or appear to create a conflict between the individual and the PUBLIC ENTITY's interests.

Prior to becoming a vendor for the PUBLIC ENTITY, all vendors are required to disclose possible conflicts so that the PUBLIC ENTITY may assess and prevent potential conflicts. Therefore, the PROVIDER must disclose any possible conflicts of interest prior to signing this Agreement. The PROVIDER after being engaged by the PUBLIC ENTITY shall not engage in matters that create a conflict of interest for the PUBLIC ENTITY. If a potential conflict arises, the PROVIDER must

promptly notify the PUBLIC ENTITY of the possible conflict of interest. The PROVIDER shall not take any action that will be adverse to the PUBLIC ENTITY.

VIII. GENERAL TERMS.

A. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. PUBLIC ENTITY and PROVIDER agree to abide by the terms of the Equal Employment Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.

B. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

Information received from either party to this Agreement shall not be deemed Confidential Information, and the receiving party shall have no obligation with respect to such information if: (1) such information, as of the effective date of this Agreement, is part of the public domain or becomes part of the public domain through no fault of the receiving party; (2) such information was in possession of the receiving party on the effective date this Agreement, as evidenced by prior written records kept in the ordinary course of the receiving party's business, and the information had not been wrongfully acquired, directly or indirectly, from the other party; (3) such information is subsequently disclosed to the receiving party by a third party not in violation of any right of, or obligation to, the other party to this Agreement; or (4) such information is developed independently and without reference to the Confidential Information.

In the event that either party receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes that such party is otherwise required by law to disclose Confidential Information, then the party from whom

disclosure is sought shall promptly notify the other party to this Agreement so that Discloser may seek a protective order or other appropriate remedy.

- C. **Independent Contractors.** Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.
- D. **Responsibility for Employer Policy and Program.** The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that PUBLIC ENTITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the PUBLIC ENTITY under the PUBLIC ENTITY's substance abuse policy.
- E. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
- F. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- G. **Waiver.** The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.
- H. **Indemnification and Limitation of Liability.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination or expiration of this Agreement.

EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, INTELLECTUAL PROPERTY CLAIMS, MATTERS COVERED BY INSURANCE, VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS HEREOF, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF FEES PAID BY PUBLIC ENTITY PURSUANT TO THIS AGREEMENT.

- I. **Governing Law.** The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, or the United States District Court for the District of New Jersey, and further agree that such courts shall be exclusive courts of jurisdiction and venue for any litigation arising out of or in connection with this Agreement.
- J. **Entire Agreement.** This Agreement represents the entire Agreement between PROVIDER and PUBLIC ENTITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and PUBLIC ENTITY.
- K. **Health Insurance Portability And Accountability Act (HIPAA).** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same.
- L. **Disbarment.** Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal

offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

M. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the parties at the addresses specified below, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first. Notice by electronic mail is not accepted.

If to PROVIDER:

Jose Balderrama
VP, Human Resources
15 Essex Road, Suite 206
Paramus, New Jersey 07652
jbalder@valleyhealth.com

With a copy to:

Robin Goldfischer
Senior Vice President & General Counsel
Valley Health System
223 North Van Dien Avenue
Ridgewood, New Jersey 07450
rgoldfi@valleyhealth.com

If to PUBLIC ENTITY:

N. **Amendment.** This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Parties.

O. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

- P. **Construction.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.

- Q. **Further Assurances.** Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

- R. **Survival.** Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement, including but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable.

- S. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.

- T. **Counterparts.** This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

Provider: Valley Health System, Inc.

Public Entity: Northwest Bergen Utilities Authority

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

FEE SCHEDULE

(Pricing based on program including all driver DOT physicals)

The following services are included in the per-driver fee: (1) Random; (2) Post-Accident; (3) Reasonable Suspicion; and (4) Return to Duty.

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per driver for DOT drug test (UDS) *and* DOT alcohol test (BAT)

PUBLIC ENTITY agrees to pay PROVIDER \$ 100.00 per DOT physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 160.00 per split sample test

PUBLIC ENTITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per non-covered UDS

PUBLIC ENTITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

Above Fees include:

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

Exhibit B

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Valley Physician Services, PC t/a Valley Medical Group ("Contractor") and Northwest Bergen Utilities Authority ("PUBLIC ENTITY") agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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, race, 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:

- Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);
- A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 111-2022

Date: December 13, 2022

**A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS
IN COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY
JOINT INSURANCE FUND'S CYBER RISK MANAGEMENT PLAN'S TIER THREE
REQUIREMENTS**

WHEREAS, the Northwest Bergen County Utilities Authority (hereinafter referred to as "NBCUA") is a member of the New Jersey Utility Authorities Joint Insurance Fund (hereinafter referred to as "NJUAJIF") which secures insurance protection through the New Jersey Municipal Excess Liability Joint Insurance Fund (NJ MEL); and

WHEREAS, through its membership in the NJUAJIF, the NBCUA enjoys cyber liability insurance coverage to protect the NBCUA from the potential devastating costs associated with a cyber related claim; and

WHEREAS, in an attempt to prevent as many cyber related claims as possible, the NJ MEL developed and released to its members the NJ MEL Cyber Risk Management Plan; and

WHEREAS, the NJ MEL Cyber Risk Management Plan outlines a set of best practices and standards broken out into Tier 1, Tier 2, and Tier 3 standards (attachment A) that if adopted and followed will reduce many of the risks associated with the use of technology by the NBCUA; and

WHEREAS, in addition to the reduction of potential claims, implementing the following best practices and standards will enable the NBCUA to claim a reimbursement of a paid insurance deductible in the event the member files a claim against NBCUA cyber insurance policy, administered through the NJUAJIF and the Municipal Excess Liability Joint Insurance Fund; and

NOW, THEREFORE, BE IT RESOLVED that the Northwest Bergen County Utilities Authority does hereby adopt the following best practices and standards, a copy of which is attached hereto and incorporated herein by reference, in accordance with Tiers 1, 2, and 3 of the NJ MEL Cyber Risk Management Plan; and

BE IT FURTHER RESOLVED that a copy of this resolution along with all required checklists and correspondence be provided to the NJ MEL Underwriter for their consideration and approval.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 111-2022

Date: December 13, 2022

**A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS
IN COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY
JOINT INSURANCE FUND'S CYBER RISK MANAGEMENT PLAN'S TIER THREE
REQUIREMENTS**

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 13, 2022.

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

RECORDED VOTE:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Soukas	Tombalakian	Kasparian
Offered								
Seconded								
Aye								
Nay								
Absent								
Abstain								
Recuse								

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 111-2022

Date: December 13, 2022

**A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS
IN COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY
JOINT INSURANCE FUND'S CYBER RISK MANAGEMENT PLAN'S TIER THREE
REQUIREMENTS**

Attachment A

Tier one

Information Backup

Password Management

Security Patches and Updates

Email Warning

Defensive Software

Incident Response Plan

Security Awareness Training

Technology Practice Policy

Government Cyber Membership

Tier two

Server Security

Remote Access - VPN

Access Privilege Controls

Leadership Expertise

Technology Support

IT Business Continuity Planning

System and Event Logging

Banking Controls

Protected Information

Tier three

Network Segmentation

Remote Access - MFA

Password Integrity

System and Event Logging Review

Third-Party Risk Management

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 112-2022

Date: December 13, 2022

**RESOLUTION AUTHORIZING
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
TO APPROVE A SEWER CONNECTION APPLICATION
WITH LAURJO CONSTRUCTION CO.
FOR THE 193 AND 202 DEERFIELD TERRACE, MAHWAH, NEW JERSEY
SEWER CONNECTION**

WHEREAS, the Northwest Bergen County Utilities Authority (the “NBCUA”) has previously determined the need for and facilitated the construction of sanitary sewer lines within the Township of Mahwah (the “Borough”); and

WHEREAS, the NBCUA has previously resolved to construct sanitary sewer lines to assist in the collection and disposal of sanitary and other waste waters arising within the boundaries of the Township of Mahwah; and

WHEREAS, the NBCUA has received a Sewer Connection Application from Laurjo Construction Co. regarding 193 and 202 Deerfield Terrace, Mahwah, New Jersey (two (2) single family residential dwellings) who is desirous of collaborating with the Township of Mahwah for the connection to an existing Township of Mahwah sanitary sewer located on Deerfield Terrace. The proposed connection/extension is designed to provide sanitary sewer service to two (2) residential dwellings. The proposed development consists of two (2) single family residential dwellings. The site is presently occupied by a single-family dwelling. The sewer connection will connect to an existing Township of Mahwah sanitary sewer located on Deerfield Terrace. The proposed connection will involve constructing approximately 120 linear feet of 8-inch PVC lateral, one (1) manhole, modification of an existing manhole and appurtenances to collect and dispose of sanitary and other wastewater arising within the boundaries of 193 and 202 Deerfield Terrace of the Township of Mahwah and to be received and serviced by the NBCUA. The application for this connection/extension projects an average daily increase in flow of three hundred (600) gallons per day (GPD). Based on this projection, two (2) additional single family residential equivalent dwelling unit (“EDU”) will become tributary to the Authority from Mahwah. The Authority currently has sufficient capacity to accept the additional flow from this project (“Project”); and

WHEREAS, the NBCUA Technical Advisor, Samuel N. Brewer submitted a memorandum on December 8, 2022, to the Interim Executive Director and NBCUA’s General Counsel indicating that the Authority currently has sufficient capacity to accept the additional flow from this Project and recommended the approval of the Sewer Connection Application by the Authority;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 112-2022

Date: December 13, 2022

**RESOLUTION AUTHORIZING
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
TO APPROVE A SEWER CONNECTION APPLICATION
WITH LAURJO CONSTRUCTION CO.
FOR THE 193 AND 202 DEERFIELD TERRACE, MAHWAH, NEW JERSEY
SEWER CONNECTION**

NOW THEREFORE BE IT RESOLVED, that the NBCUA Chairman, Interim Executive Director, Superintendent and the NBCUA's General Counsel are authorized to prepare any and all documentation in order to facilitate the sewer connection to service 193 and 202 Deerfield Terrace with the Township of Mahwah and to report back to the NBCUA Commissioners on the status of same; and the NBCUA shall be responsible for ensuring the intended construction of sanitary sewer lines shall comply with all laws of the State of New Jersey Local Public Contracts Law, N.J.S.A 40A:11-1 *et. seq.*, and all other provisions of the revised statutes of the State of New Jersey.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority ("Authority") as follows:

1. The Authority hereby authorizes the approval of the Sewer Connection Application submitted by Laurjo Construction Co., subject to the following Authority requirements;
2. Construction in conformance with all applicable requirements of the Township of Mahwah, where applicable.
3. Inspection and approval of the installation of sewers, appurtenances by the Township of Mahwah, where applicable.
4. Observation and approval by the Authority of infiltration/exfiltration testing, with the Authority to receive two (2) days advanced notice prior to the testing of all newly constructed sewers.
5. Reimbursement to the Authority by the applicant for all engineering expenses incurred by the Authority for inspection and final testing of the sewers and appurtenances.
6. Payment to the Authority by the applicant for all Authority application fees, legal fees, and other application, administrative, technical, and other review expenses relating to the project.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 112-2022

Date: December 13, 2022

**RESOLUTION AUTHORIZING
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
TO APPROVE A SEWER CONNECTION APPLICATION
WITH LAURJO CONSTRUCTION CO.
FOR THE 193 AND 202 DEERFIELD TERRACE, MAHWAH, NEW JERSEY
SEWER CONNECTION**

7. Any manhole constructed or modified by reason of this project must be fitted with sewer guards.
8. Water conserving plumbing fixtures shall be installed in the building serviced by this connection.
9. Notification of the Authority when sanitary sewer construction commences.
10. Submission to the Authority for its approval, NJDEP form WQM-005, "Certification for Approval by Local Agency," when the construction of this connection is completed.
11. The Chairman, or his designee, be and hereby is authorized to execute any such documents in connection the Sewer Connection Application.
12. The Northwest Bergen County Utilities Authority shall be responsible for ensuring that all the construction of sanitary sewer lines comply with all laws of the State of New Jersey Local Public Contracts Law, N.J.S.A 40A:11-1 et. seq., and all other provisions of the revised statutes of the State of New Jersey.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 13, 2022.

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 112-2022

Date: December 13, 2022

**RESOLUTION AUTHORIZING
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
TO APPROVE A SEWER CONNECTION APPLICATION
WITH LAURJO CONSTRUCTION CO.
FOR THE 193 AND 202 DEERFIELD TERRACE, MAHWAH, NEW JERSEY
SEWER CONNECTION**

DATED: December 13, 2022

RECORDED VOTE:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Soukas	Tombalakian	Kasparian
Offered								
Seconded								
Aye								
Nay								
Absent								
Abstain								
Recuse								

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 113-2022

Date: December 13, 2022

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF SADDLE RIVER**

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

WHEREAS, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Saddle River (the “Borough”) had entered into a Shared Services Agreement on January 1, 2022 with a termination date of December 31, 2022 for the Authority to 1) act as the New Jersey Licensed Sewer Operator for the Borough, 24 hours a day, 365 days per year 2) to provide weekly monitoring of the Borough’s one (1) waste water pump station, and 3) perform repairs, corrective actions and respond to pump station alarms during business and non-business hours; and

WHEREAS, the Borough has adopted its Resolution No. 223-22 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

WHEREAS, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year commencing January 1, 2023 subject to the terms and conditions set forth in said agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Saddle River for a duration of one (1) year commencing January 1, 2023 to provide the services described in Paragraph 3 above; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 113-2022

Date: December 13, 2022

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF SADDLE RIVER**

2. The Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Saddle River annexed hereto and made a part thereof.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 13, 2022.

ALISON GORDON, SECRETARY

FRANK KELAHER, VICE-CHAIRMAN

Recorded Vote:

	Bonagura	Jordan	Kelahe	Lo Iacono	Ortega	Soukas	Tombalakian	Kasparian
Offered								
Seconded								
Aye								
Nay								
Absent								
Abstain								
Recuse								

RECEIVED

DEC 06 2022

SHARED SERVICE AGREEMENT

NBCUA

THIS AGREEMENT, made and entered into this 21ST day of November, 2022 by and among:

The Borough of Saddle River, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Saddle River", and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as "NBCUA".

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. Seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, Saddle River and the NBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Saddle River, monthly inspections/monitoring of Saddle River's one (1) wastewater pump station, and any and all agreed upon repairs, 24 hours a day and 365 days per year; and

WHEREAS, Saddle River has adopted a Resolution # 223-22 which authorizes Saddle River to enter into an agreement with the NBCUA, for the services of monitoring Saddle River's wastewater pump station and any agreed upon miscellaneous services.

NOW, THEREFORE, this agreement is entered into by and among the Borough of Saddle River and the NBCUA for the purpose of defining and specifying the obligations of the parties and Saddle River and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Saddle River and the NBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date. The commencement date shall be January 1, 2023.
3. The NBCUA shall provide the following services to Saddle River:

- A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for Saddle River and perform the weekly monitoring of Saddle River's wastewater pump station, 24 hours a day and 365 days per year.
 - B. Perform repairs, corrective action and respond to pump station alarms during normal business hours. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
 - C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NBCUA approved holidays.
4. In consideration for the services to be rendered by the NBCUA to Saddle River, pursuant to Paragraph 3 above Saddle River shall pay the NBCUA four (4) equal installments of \$2,193.75 on or before March 1st, June 1st, September 1st and December 1st of each year for a total annual compensation of \$8,775.00. The rate of compensation paid by Saddle River to the NBCUA for repairs, corrective actions and responses to pump station alarms shall be \$96.59 per man hour for business hours and \$120.72 per man hour for non-business hours.
 5. The NBCUA shall provide Saddle River with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by Saddle River within 45 days of receipt.
 6. The parties agree to be bound to this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least twelve (12) months' written notice to the other party.
 7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
 8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Supervisor of Saddle River's Public Works Department for Saddle River. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
 9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions, and responses for each pumping stations.

10. The NBCUA will provide a certificate of insurance designating Saddle River as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
11. Saddle River assumes all liability for, and agrees to, indemnify, and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Saddle River, its agents, servants or employees.
12. Saddle River will maintain a reasonable spare parts inventory as requested by the Superintendent of the NBCUA.
13. The effective date of this Agreement shall be January 1, 2023, and the expiration date shall be December 31, 2023, unless the agreement is terminated pursuant to paragraph 6 above.
14. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules, and regulations.
15. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

Cindy Kirkpatrick
Clerk

Date: 11/30/22

ATTEST:

Alison Gordon, Secretary

Date:

BOROUGH OF SADDLE RIVER

By: [Signature]
Mayor

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____
Chairman

R# 223-22

COUNCIL OF THE BOROUGH OF SADDLE RIVER

Introduced by Council Member Azzariti

Date: 11/21/22

Seconded by Council Member Carpenter

RESOLUTION AUTHORIZING INTERLOCAL SHARED SERVICE AGREEMENT FOR A LICENSED SEWER OPERATOR WITH NORTHWEST BERGEN UTILITIES AUTHORITY

BE IT RESOLVED that the Council of the Borough of Saddle River authorize the Mayor to sign an Inter-local Shared Service Agreement for a Licensed Sewer Operator for the Saddle River sewer pump station, at an annual fee of \$8,775.00.

Table with 5 columns: Name, AYES, NAYS, ABSTAIN, ABSENT. Rows include Azzariti, John; Carpenter, Duncan; DiGirolamo, Christopher; Liva, Jeffrey; Sachdev, Ravi; Hekemian, David - Council President; Kurpis, Albert J., - Mayor.

Date Passed: 11/21/22

Cindy Kirkpatrick, Borough Clerk (Signature)

Albert J. Kurpis, Mayor (Signature)

Albert J. Kurpis, Mayor

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON November 21, 2022.

Cindy Kirkpatrick, Borough Clerk (Signature)

Cindy Kirkpatrick, Borough Clerk

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Susan Hodgins, Chief Financial Officer of the Borough of Saddle River, hereby certify that \$8,775 will be available in the 2023 Budget after adoption under Inter-Local Agreements line item 01-2010-27-3303-500 and the 1st Quarter payment of \$2,193.75 will be available in the temporary budget under the same line item.

Susan M. Hodgins (Signature)

Susan Hodgins, Chief Financial Officer

Date: 11/21/22

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 114-2022

Date: December 13, 2022

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE BERGEN COUNTY UTILITIES AUTHORITY FOR QUALIFIED PURCHASING
AGENT SERVICES**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the “Act”), authorizes any local unit of the State to enter into an Interlocal Services Agreement with any other local unit(s) for the joint provision within the several jurisdictions of any service which any party to the agreement is empowered to undertake within its own jurisdiction; and

WHEREAS, the State of New Jersey, consistent with the Act, encourages local units, such as the Northwest Bergen County Utilities Authority (the “Authority”), to enter into agreements for the joint provision of governmental services as is authorized by the Act; and

WHEREAS, N.J.S.A. 40:14B-20 further authorizes and permits the Authority to enter into any and all contracts, execute any and all instruments and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Authority or to carry out any power expressly given to the Authority pursuant to N.J.S.A. 40:14B-1 et seq., expressly subject to N.J.S.A. 40A:11-1 et seq. (“Local Public Contracts Law”); and

WHEREAS, the Authority, in furtherance of providing essential governmental services, requires the services of a Qualified Purchasing Agent to provide services on behalf of the Authority necessary to perform the requisite duties associated with the title of Qualified Purchasing Agent as set forth in N.J.A.C. 5:32-4, to administer and/or implement the rules and regulations promulgated thereunder, as amended (“Qualified Purchasing Agent Services”), from time to time on an as needed basis and including specifically beginning January 1, 2023; and

WHEREAS, the Authority and the Bergen County Utilities Authority (the “BCUA”) have discussed the benefits of the parties entering into a shared services agreement, pursuant to which the BCUA will allow the Authority to utilize Gerald Reiner, a certified Qualified Purchasing Agent, Certification No. Q-1632, who serves as the BCUA’s Qualified Purchasing Agent, to serve as the Authority’s Qualified Purchasing Agent and to provide Qualified Purchasing Agent Services to the Authority on an as needed basis beginning Jan. 1, 2023 as is authorized by N.J.S.A. 40A:11-9(a); and

WHEREAS, the BCUA and the Authority now wish to enter into a shared services agreement (the “Shared Services Agreement”) for Qualified Purchasing Agent Services in order to allow for Gerald Reiner, who is certified as a Qualified Purchasing Agent by the State of New Jersey Department of Community Affairs, Division of Local Government Services, Certification No. Q-1632, and who serves as the BCUA’s Qualified Purchasing Agent, to serve as Qualified Purchasing

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 114-2022

Date: December 13, 2022

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE BERGEN COUNTY UTILITIES AUTHORITY FOR QUALIFIED PURCHASING
AGENT SERVICES**

Agent for, and provide such Qualified Purchasing Agent Services to and on behalf of, the Authority on an as needed basis beginning January 1, 2023 as is authorized by N.J.S.A. 40A:11-9(a); and

WHEREAS, the Assistant Executive Director of the Authority has reviewed the proposed Shared Services Agreement and recommends that the Board of Commissioners of the Authority accept the terms of the proposed Shared Services Agreement on file at the Authority offices; and

WHEREAS, the Authority has determined it is in the best interests of the Authority and its ratepayers to enter into the Shared Services Agreement with the BCUA pursuant to which Gerald Reiner, who is certified as a Qualified Purchasing Agent by the State of New Jersey Department of Community Affairs, Division of Local Government Services, Certification No. Q-1632, and who serves as the BCUA's Qualified Purchasing Agent, will serve as Qualified Purchasing Agent for, and provide such Qualified Purchasing Agent Services to and on behalf of, the Authority on an as needed basis beginning January 1, 2023 as is authorized by N.J.S.A. 40A:11-9(a).

WHEREAS, the Authority desires to enter into the Shared Services Agreement with the BCUA for the duration and subject to the terms and conditions as are set forth in said Shared Services Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority as follows:

1. The Authority agrees to enter into the Shared Services Agreement with the BCUA for the duration and on the terms and conditions as are set forth in said Shared Services Agreement for the providing of Qualified Purchasing Agent Services by the BCUA to and on behalf of the Authority on an as needed basis.

2. The Chairman and/or the General Legal Counsel of the Authority shall be and is hereby authorized and directed on behalf of the Authority to execute the Shared Services Agreement with the BCUA, a copy of which shall remain on file at the Authority in the office of the Executive Director.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 114-2022

Date: December 13, 2022

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE BERGEN COUNTY UTILITIES AUTHORITY FOR QUALIFIED PURCHASING
AGENT SERVICES**

I hereby certify that this is a true copy of a Resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 13, 2022.

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

RECORDED VOTE:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Soukas	Tombalakian	Kasparian
Offered								
Seconded								
Aye								
Nay								
Absent								
Abstain								
Recuse								