

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **NOTICE**

The next Regular Meeting of the Northwest Bergen County Utilities Authority will be held on Tuesday, December 11, 2018 immediately following the Work Session and Special Meeting at 7:00pm, in the offices of the Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey.

Formal action will be taken.

December 7, 2018

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **AGENDA REGULAR MEETING December 11, 2018**

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Salute to the Flag
4. Roll Call
5. Chairman's Remarks
6. Approval of Minutes – Regular Meeting – November 20, 2018
7. Public Comments (any subject)
8. Consideration for approval list of Resolutions attached dated December 11, 2018.
9. 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
10. Report of Treasurer
11. Report of General Counsel
12. Report of Consulting Engineer
13. Report of Executive Director
14. Report of Authority Engineer
15. Report of Superintendent
16. Old Business
17. New Business
18. Public Comments (on subjects 5 through 17)
19. Adjournment

December 7, 2018

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **RESOLUTIONS December 11, 2018**

### **CONSENT AGENDA**

- 119-2018 Authorization to enter into a Sludge Disposal Agreement with Suez Water of New Jersey, Inc.
- 121-2018 Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 122-2018 Title Change for Elijah Bueno to Plant Operator
- 123-2018 New Hire – Daniel Pilszak
- 124-2018 New Hire – Albert DiClemente, Jr.
- 125-2018 Resolution Authorizing a Memorandum of Agreement between the Northwest Bergen County Utilities Authority (“NBCUA”) and the Borough of Oakland (“Oakland”) providing for an Agreement by the NBCUA to Accept Sewage Flow from Oakland and Describing the Implementation of Same.
- 126-2018 Resolution Amending the Not to Exceed Cost of the Agreement with Meyerson, Fox, Mancinelli & Conte, PA to provide General Counsel Legal Services
- 127-2018 Authorization to enter into a Shared Services Agreement with the Borough of Westwood
- 128-2018 Authorization to enter into a Shared Services Agreement with the Borough of Emerson
- 129-2018 Resolution Authorizing Executive Director to Enter into a Professional Services Contract with Valley Physician Services Regarding the Coordination and Conduct of Alcohol and Drug Testing Services

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 121-2018**

**Date: December 11, 2018**

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**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 2018 and Health Benefits and Dental Benefits transfers for December 2018; 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 11, 2018 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account  
Net Payroll: \$277,473.06

ACCOUNT: Tax Deposit Account  
Total: \$112,542.77

ACCOUNT: Health Benefits Contribution Employer  
Total Transfer: \$113,926.01

ACCOUNT: Health Benefits Contribution Employee  
Total: \$4,522.11

ACCOUNT: Dental Benefits  
Total Transfer: \$4,119.82

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 121-2018**

**Date: December 11, 2018**

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

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$33,253.46

ACCOUNT: Operating Account

Total: \$418,631.45

ACCOUNT: General Improvement Account

Total: \$614,972.01

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SECRETARY

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CHAIRMAN

**RECORDED VOTE:**

	Bonagura	Chewcaskie	Duch	Kelaher	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									









**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 125-2018**

**DATE: DECEMBER 11, 2018**

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**RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (“NBCUA”) AND THE BOROUGH OF OAKLAND (“OAKLAND”) PROVIDING FOR AN AGREEMENT BY THE NBCUA TO ACCEPT SEWAGE FLOW FROM OAKLAND AND DESCRIBING THE IMPLEMENTATION OF SAME.**

**WHEREAS**, the Borough of Oakland and the Northwest Bergen County Utilities Authority, pursuant to the Uniformed 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**, Oakland and the NBCUA have discussed an agreement whereby Oakland would convert three (3) Borough owned waste water treatment plants (“WTPs”) to pump stations/force mains and to commence the build-out of a system of collateral and collecting sewers, pumping stations, ejector stations, force-mains and appurtenances to collect and dispose of sanitary and other waste waters arising within the boundaries of Oakland and to be received and serviced by the NBCUA (the “Agreement”); and

**WHEREAS**, the parties have agreed to seek the needed regulatory approvals to accomplish the construction of the collection system components required in order to build-out the collection system to connect Oakland to the NBCUA treatment facility; and

**WHEREAS**, Oakland has indicated it is desirous of acquiring and securing an allocation of 300,000 gallons per day (“GPD”) of its waste water flow to the NBCUA and to pay the connection fees as required by the NBCUA and secure the connection permits therefore; and

**WHEREAS**, the NBCUA has agreed to accept 300,000 gallons per day (“GPD”) from Oakland and will permit Oakland to pay a connection fee at the present value covering the 300,000 GPDs payable in equal annual payments of Two Hundred Eighty-Eight Thousand One Hundred Fifty (\$288,150.00) Dollars over each year of the twenty (20) year term of the anticipated agreement, to be paid in accordance with the Agreement; and

**WHEREAS**, the present value of the connection fee is presently set at Nineteen and 21/100 (\$19.21) Dollars per gallon per day, so that the connection fee for the complete plan would result a

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 125-2018**

**DATE: DECEMBER 11, 2018**

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**RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (“NBCUA”) AND THE BOROUGH OF OAKLAND (“OAKLAND”) PROVIDING FOR AN AGREEMENT BY THE NBCUA TO ACCEPT SEWAGE FLOW FROM OAKLAND AND DESCRIBING THE IMPLEMENTATION OF SAME.**

connection fee of Five Million Seven Hundred Sixty-Three Thousand and 00/100 (\$5,763,000.00) Dollars less any statutory off-set for affordable housing units that may be included in the Oakland Waste Water Treatment allocation; and

**WHEREAS**, Oakland shall be required to provide continuing records of all connections made to the system and will complete all required connection applications to ensure that the 300,000 GPDs in connections to be covered by the Agreement are not exceeded; and

**WHEREAS**, the NBCUA shall require that Oakland pay any annual service charges based on the volume of the material discharged to the NBCUA at a rate that shall be not less than any municipal member of the NBCUA who is assessed in any calendar year; and

**WHEREAS**, Oakland shall conform to all rules and regulations adopted by the NBCUA regarding design and construction of all sewer collection systems and as to the quality of discharge to the NBCUA; and

**WHEREAS**, the parties shall provide and incorporate a schedule of build-out of Oakland’s collection system and a schedule to receive approvals from the various agencies having jurisdiction over the Waste Water Management Plan (“WMP”) and the Water Use and Conservation Management Plan (“WUCMP”) as well as any other required jurisdictions; and

**WHEREAS**, a Memorandum of Agreement between the NBCUA and Oakland is intended to be entered into between the Parties (hereinafter referred to as (“MOA”) which shall be presented to the NBCUA’s Commissioners for approval; and

**WHEREAS**, the foregoing terms are hereby authorized by the NBCUA to enter into and incorporate in the MOA; and

**NOW THEREFORE BE IT RESOLVED**, by the Northwest Bergen Utilities Authority that:

1. The NBCUA hereby finds and determines that it is advisable that the NBCUA enter into the MOA with Oakland incorporating a substantially the terms presented herein.



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No.126-2018**

**Date: December 11, 2018**

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**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT  
WITH MEYERSON, FOX, MANCINELLI & CONTE, PA TO PROVIDE  
GENERAL COUNSEL LEGAL SERVICES**

**WHEREAS**, by Resolution No. 15-2018, the Northwest Bergen County Utilities Authority (the “Authority”) identified a number of firms as qualified to perform legal services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on January 12, 2018; and

**WHEREAS**, by Resolution No. 20-2018 (the “ Original Resolution”) dated February 20, 2018, the Authority retained Meyerson, Fox, Mancinelli & Conte, PA (the “Firm”) to provide general counsel legal services and the Authority and Firm entered into a professional services agreement (the “Agreement”); and

**WHEREAS**, the Original Resolution and Agreement provides for the Firm’s compensation to be capped at \$70,000 and in the event the Firm anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

**WHEREAS**, the Firm has submitted to the Authority a request dated December 4, 2018 to increase the not to exceed cost by \$25,000 due to numerous legal matters outstanding; and

**WHEREAS**, the Authority’s Certifying Finance Officer has certified that funds are available to increase the budget for the Firm.

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

1. The Original Resolution and the Professional Services Agreement with Meyerson, Fox, Mancinelli & Conte, PA be amended to increase the not to exceed amount to \$95,000 for general counsel legal services.
2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. The Certifying Finance Officer’s Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
4. Notice of this amendment shall be published in accordance with applicable law.
5. This Resolution shall take effect immediately.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No.126-2018**

**Date: December 11, 2018**

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**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT  
WITH MEYERSON, FOX, MANCINELLI & CONTE, PA TO PROVIDE  
GENERAL COUNSEL LEGAL SERVICES**

I hereby certify 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 11, 2018.

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**MICHAEL KASPARIAN  
CHAIRMAN**

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**ALISON GORDON  
SECRETARY**

**Recorded Vote:**

	Bonagura	Chewcaskie	Duch	Kelاهر	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

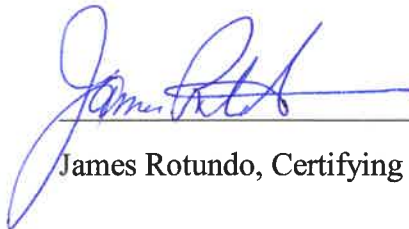
**CONTRACT:** General Counsel Legal Services

**VENDOR:** Meyerson, Fox, Mancinelli & Conte, PA

**AMOUNT:** \$25,000

**ACCOUNT NO.:** 2100-4020

Date: December 7, 2018



James Rotundo, Certifying Finance Officer

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 127-2018**

**Date: December 11, 2018**

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**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF WESTWOOD**

**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 Westwood (the “Borough”) had entered into an Interlocal Service Agreement on December 17, 2013 with a commencement date of January 1, 2014 and a termination date of December 31, 2018 for the services of monthly monitoring of the Borough’s three (3) waste water pump stations as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year; and

**WHEREAS**, the Borough has adopted its Resolution No. 18-319 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 two (2) years 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 as follows:

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Westwood for a duration of two (2) years for the services of monthly monitoring of the Borough’s three (3) waste water pump stations as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year.
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 Westwood annexed hereto and made a part thereof.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 127-2018**

**Date: December 11, 2018**

---

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF WESTWOOD**

I hereby certify 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 11, 2018.

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CHAIRMAN

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SECRETARY

**RECORDED VOTE:**

	Bonagura	Chewcaskie	Duch	Kelaheer	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									



**SHARED SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and among:

The Borough of Westwood, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Westwood", 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, Westwood 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 Westwood, monthly inspections/monitoring of Westwood's three (3) wastewater pump stations, and any and all agreed upon repairs, 24 hours a day and 365 days per year potential response time to call-outs and emergencies; and

WHEREAS, Westwood has adopted a resolution \_\_\_\_\_ which authorizes Westwood to enter into an agreement with the NBCUA, for the services of monitoring Westwood's wastewater pump stations and provide repair services.

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

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Westwood 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 two (2) years following the commencement date. The commencement date shall be January 1, 2019.

3. The NBCUA shall provide the following services to the Borough of Westwood:
  - A. The NBCUA shall perform monthly monitoring of Westwood's three (3) wastewater pump stations.
  - B. Perform repairs, corrective action and respond to pump station alarms during business hours, as directed by Westwood. 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, as directed by the Borough. 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 the Borough of Westwood, pursuant to Paragraph 3 above the Borough of Westwood shall pay the NBCUA four (4) equal installments of \$1,750.00 on or before March 1st, June 1st, September 1st and December 1st of each year for a total annual compensation of \$7,000. The rate of compensation paid by the Borough of Westwood to the NBCUA for repairs, corrective actions and responses to pump station alarms shall be in 2019 \$87.62 per man hour for business hours and \$109.51 per man hour for non-business hours and in 2020 shall be \$88.50 per man hour for business hours and \$110.61 per man hour for non-business hours. A minimum of two (2) hours shall be billed by NBCUA for each request for services from the Borough.
5. The NBCUA shall provide the Borough of Westwood 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 the Borough of Westwood within 45 days of receipt.
6. The parties agree to be bound by 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 Superintendent of the NBCUA for the NBCUA and the Supervisor of the Borough's Public Works Department for the Borough of Westwood. 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 Borough of Westwood as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
11. Westwood 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 Westwood, its agents, servants or employees.
12. The effective date of this Agreement shall be January 1, 2019 and the expiration date shall be December 31, 2020, unless the agreement is terminated pursuant to paragraph 6 above.
13. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
14. 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:



ATTEST:

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BOROUGH OF WESTWOOD

  
\_\_\_\_\_  
MAYOR

NORHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

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CHAIRMAN

**RESOLUTION**

MAYOR AND COUNCIL OF THE  
BOROUGH OF WESTWOOD

TITLE: Authorizing Agreement with Northwest Bergen County Utilities Authority for Pump Station Inspections

RESOLUTION: 18-319

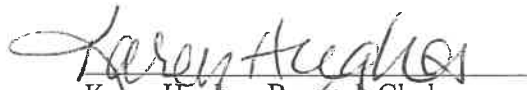
WHEREAS an Interlocal Services Agreement with the Northwest Bergen County Utilities Authority for pump station inspections has been utilized by the Borough since 2009, and

WHEREAS the DPW Superintendent recommends to continue this service, and

WHEREAS a two year agreement has been proposed in the amount \$7,000. per year for monthly inspections of the Borough's wastewater pump stations, and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Westwood hereby authorize the Mayor and Borough Clerk to execute an Interlocal Services Agreement with the Northwest Bergen County Utilities Authority for monthly inspections of the wastewater pump stations in an amount not to exceed \$7,000. per year for two years.

Certified to be a true copy of a Resolution  
adopted at a meeting of the Mayor and  
Council on November 20, 2018

  
Karen Hughes, Borough Clerk

NAME	MOVED	SECOND	AYES	NAYS	ABSENT	ABST.
Collins			✓			
Montana			✓			
Biocchi		✓	✓			
Dell	✓		✓			
Dawson					✓	
Arroyo					✓	

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 128-2018**

**Date: December 11, 2018**

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**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF EMERSON**

**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 Emerson (the “Borough”) had entered into an Interlocal Service Agreement on December 12, 2013 with a commencement date of January 1, 2014 and a termination date of December 31, 2018 for the services of monthly monitoring of the Borough’s two (2) waste water pump stations as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year and the semi-annual cleaning of the two (2) wastewater pump stations utilizing a sewer jet-vac truck; and

**WHEREAS**, the Borough has adopted its Resolution No. 298-18 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 two (2) years 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 as follows:

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Emerson for a duration of two (2) years for the services of monthly monitoring of the Borough’s two (2) waste water pump stations as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year and the semi-annual cleaning of the two (2) wastewater pump stations utilizing a sewer jet-vac truck.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 128-2018**

**Date: December 11, 2018**

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**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF EMERSON**

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 Emerson annexed hereto and made a part thereof.

I hereby certify 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 11, 2018.

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CHAIRMAN

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SECRETARY

**RECORDED VOTE:**

	Bonagura	Chewcaskie	Duch	Kelاهر	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

## SHARED SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and among:

The Borough of Emerson, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Borough", 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 NWBCUA.

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, the Borough and the NWBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NWBCUA would provide to the Borough, the monthly inspections/monitoring of the Boroughs two (2) wastewater pump stations, and any and all agreed upon repairs, 24 hours a day and 365 days per year potential response time to call-outs and emergencies; and

WHEREAS, the Borough has adopted a resolution \_\_\_\_\_ which authorizes Borough to enter into an agreement with the NWBCUA, for the services of monitoring the Borough's wastewater pump stations and provide repair services.

NOW, THEREFORE, this agreement is entered into by the Borough and the NWBCUA for the purposes of defining and specifying the obligations of the parties and Borough and the NWBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both the Borough and the NWBCUA 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 two (2) years following the commencement date. The commencement date shall be January 1, 2019.
3. The NWBCUA shall provide the following services to the Borough of Emerson:
  - A. The NWBCUA shall perform monthly monitoring of Borough's two (2) wastewater pump stations.
  - B. Perform repairs, corrective action and respond to pump station alarms during non-business hours, as directed by the Borough. 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, as directed by the Borough. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NWBCUA approved holidays.
  - D. Perform semi-annual cleaning of the two (2) wastewater pump stations utilizing a sewer vac truck. Debris harvested from the pump station cleaning will be disposed of at the NWBCUA treatment facility.
4. In consideration for the services to be rendered by the NWBCUA to the Borough of Emerson, pursuant to Paragraph 3 above the Borough of Emerson shall pay the NWBCUA four (4) equal installments of \$1,150.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year for a total annual compensation of \$4,600.00. The rate of compensation paid by the Borough of Emerson to the NWBCUA for repairs, corrective actions and responses to pump station alarms shall be in 2019 \$87.62 per man hour for business hours and \$109.51 per man hour for non-business hours and in 2020 \$88.50 per man hour for business hours and \$110.61 per man hour for non-business hours. A minimum of two (2) hours shall be billed by NWBCUA for each request for services from the Borough.
  5. The NWBCUA shall provide the Borough of Emerson 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 the Borough of Emerson within 45 days of receipt.
  6. The parties agree to be bound by 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 Superintendent of the NWBCUA for the NWBCUA and the Supervisor of the Borough's Public Works Department for the Borough of Emerson. 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 NWBCUA will provide a certificate of insurance designating Borough of Emerson as an additional insured, with the same limits and coverage as the NWBCUA has in place with their current insurance program.
  11. The Borough of Emerson assumes all liability for, and agrees to indemnify and hold the NWBCUA 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 Emerson, its agents, servants or employees.

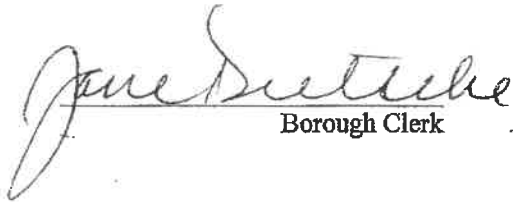


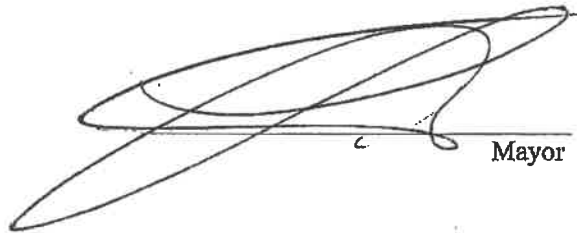
12. The effective date of this Agreement shall be January 1, 2019 and the expiration date shall be December 31, 2020.
13. The NWBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
14. The terms of this Agreement shall constitute the entire understanding 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:

Borough of Emerson

  
Borough Clerk

  
Mayor

Date:

ATTEST:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Michael Kasparian, Chairman

**BOROUGH OF EMERSON  
COUNTY OF BERGEN, NEW JERSEY  
RESOLUTION**

No: 289-18

**RE: AGREEMENT WITH NORTHWEST BERGEN COUNTY UTILITIES  
AUTHORITY FOR INTERLOCAL SERVICE AGREEMENT**

**WHEREAS**, the Borough of Emerson had previously entered into an interlocal service agreement with the Northwest Bergen County Utilities Authority (NWBCUA) for monthly inspections/monitoring of the Borough's two (2) wastewater pump stations and any and all agreed upon repairs, 24 hours a day, 365 days per year potential response time to call-outs and emergencies, and

**WHEREAS**, the Superintendent of Public Works and Borough Administrator believe it is in the best interest of the Borough of Emerson to renew this agreement; and

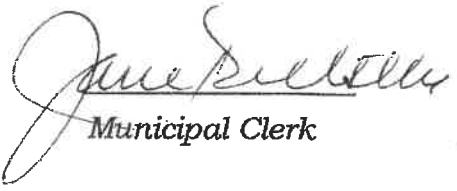
**WHEREAS**, the duration of this agreement shall be for a period of two (2) years, commencing on January 1, 2019; and

**THEREFORE, BE IT RESOLVED**, the Borough of Emerson will enter into a new Interlocal Service Agreement with the NWBCUA; and

**BE IT FURTHER RESOLVED**, that duly signed copies of the agreement will be forwarded to the NWBCUA.

COUNCIL	M O V E D	S E C O N D E D	A Y E S	N A Y E S	A B S E N T	A B S T A I N
DiPaola			X			
Bayley			X			
Wolf			X			
Knoller		X	X			
Falotico	X		X			
Downing			X			

*I hereby certify that the above Resolution was duly adopted by the Borough of Emerson at a meeting held on December 4, 2018.*

*Attest:*   
Municipal Clerk

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**NO. 129-2018**

**Date: December 11, 2018**

---

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP 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 Physician Services of Paramus, 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 Physician Services provided the Authority with a proposed agreement to continue these same services for the calendar year 2019; and

**WHEREAS**, the fees for such services provided by Valley Physician Services will be in accordance with the Fee Schedule hereby incorporated by attachment into this resolution; and

**WHEREAS**, the services to be performed by Valley Physician Services 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 Physician Services to be retained in this regard effective January 1, 2019 to December 31, 2019.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**NO. 129-2018**

**Date: December 11, 2018**

---

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP 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 Physician Services of Paramus for 2019 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 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 11, 2018.

---

CHAIRMAN

---

SECRETARY

**Recorded Vote:**

	Bonagura	Chewcaskie	Duch	Kelahr	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

## AGREEMENT

### **ALCOHOL AND DRUG TESTING SERVICES**

This AGREEMENT is made between Valley Physician Services (VPS) ("PROVIDER"), a professional Company having its principal place of business at 15 Essex Road, Ste 206, Paramus, NJ 07652 and Northwest Bergen Utilities Authority ("MUNICIPALITY"), a Municipality having its address at 30 Wyckoff Ave., Waldwick, NJ 07463 on this date of January 1, 2019, which shall hereinafter be referred to as the execution date of this Agreement.

#### ***WHEREAS:***

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

The MUNICIPALITY 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 premises and mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

#### **SCOPE OF SERVICES**

Alcohol tests are 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.

Drug tests are 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.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

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.

The following services are included in the per driver fee:

- Random
- Post Accident
- Reasonable Suspicion
- Return to Duty

All other testing will be done on a fee for service basis.

### **PROVIDER RESPONSIBILITIES**

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the MUNICIPALITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

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 MUNICIPALITY.

#### FIVE YEARS

- Alcohol tests  $\geq 0.02$ , 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
- Substance abuse professional evaluations & related information

#### TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

#### ONE YEAR

- Negative/canceled drug test results: alcohol test results  $< 0.02$

Other (specify)

---

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to MUNICIPALITY, it's agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory Municipality over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to MUNICIPALITY, at location(s) of MUNICIPALITY's choosing, and at reasonable expense to MUNICIPALITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for MUNICIPALITY, except records containing confidential medical information, within two business days of notification by MUNICIPALITY of such request.

Reporting of results to MUNICIPALITY 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.

### **MUNICIPALITY RESPONSIBILITIES**

MUNICIPALITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of MUNICIPALITY.

MUNICIPALITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

MUNICIPALITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

MUNICIPALITY will notify PROVIDER of any responsibilities with regard to the MUNICIPALITY's Employee Assistance Program as it relates to alcohol and drug testing.

MUNICIPALITY 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 MUNICIPALITY officials with a business need for the information only.

MUNICIPALITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for MUNICIPALITY; MUNICIPALITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.

MUNICIPALITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by MUNICIPALITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

MUNICIPALITY acknowledges that alcohol testing results  $\geq 0.04$  or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

**ASSIGNED RESPONSIBILITIES**

MUNICIPALITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service 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.

Selection/provision of alcohol testing services    MUNICIPALITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Selection/provision of drug testing collections    MUNICIPALITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Selection/provision of drug testing laboratory services    MUNICIPALITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Random selection for drug and/or alcohol testing    MUNICIPALITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Other (specify): \_\_\_\_\_ MUNICIPALITY \_\_\_\_\_ PROVIDER \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

Other (specify): \_\_\_\_\_ MUNICIPALITY \_\_\_\_\_ PROVIDER \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

Additional:

**FEES AND PAYMENT**

Fees

Fees for services provided by PROVIDER to MUNICIPALITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

**FEE CHANGES**

The price for services rendered under this Agreement will not change unless PROVIDER notifies MUNICIPALITY in writing sixty (60) days in advance of a price change. If MUNICIPALITY 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 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.



### **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, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

### **PAYMENT**

PROVIDER will invoice MUNICIPALITY for all services provided on a quarterly basis. Quarterly payment schedule will be based on the number of drivers on the list provided by the Municipality on January 1<sup>st</sup> of the contract year. Reconciliation will be done in the third quarter of the contract year based on the number of drivers on the list provided by the Municipality. Payment terms are net thirty (30) days after the date of any invoice. In the case of failure of MUNICIPALITY to make timely payments, 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.

### **GENERAL TERMS AND CONDITIONS**

#### **TERM**

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2019, and terminating on December 31, 2019. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

#### **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.

#### **RESPONSIBILITY FOR MUNICIPALITY 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 MUNICIPALITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the MUNICIPALITY under the MUNICIPALITY's substance abuse policy.

### **SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

### **FORCE MAJEURE**

In no event shall PROVIDER have any responsibility or liability to MUNICIPALITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of MUNICIPALITY, acts, rules or regulations or orders of any governmental Municipality or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

### **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.

### **INDEMNIFICATION**

MUNICIPALITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the MUNICIPALITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of MUNICIPALITY or MUNICIPALITY's employees, agents, or related personnel. MUNICIPALITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including MUNICIPALITY's tested individuals) resulting from any willful or negligent act or omission on the part of MUNICIPALITY or MUNICIPALITY's representatives.

PROVIDER shall indemnify, defend and hold harmless MUNICIPALITY, MUNICIPALITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

PROVIDER agrees to indemnify MUNICIPALITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

### **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.

### **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between PROVIDER and MUNICIPALITY. 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 MUNICIPALITY.

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

- A. MUNICIPALITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, MUNICIPALITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

### **JEOPARDY**

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The MUNICIPALITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The MUNICIPALITY agrees to immediately report to the PROVIDER if: (1) the MUNICIPALITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the MUNICIPALITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the MUNICIPALITY, or its employees; or (3) the MUNICIPALITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

**NON-DISCRIMINATION**

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.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

**NOTICE**

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VPS:

With a copy to:

Paul Gresko  
Director, OHS

Robin Goldfisher  
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

**AMENDMENTS**

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

**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.

**HEADINGS**

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.

**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.


**SURVIVAL**

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

**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/\$3 million 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. All policies and coverages shall be provided on an occurrence basis.
  
- B. **MUNICIPALITY INSURANCE:** MUNICIPALITY 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/\$3 million, insuring the MUNICIPALITY 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 MUNICIPALITY, 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. MUNICIPALITY shall provide evidence of such coverage to PROVIDER.

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

PROVIDER: <u>VPS</u>	MUNICIPALITY: <u>Northwest Bergen Utilities Authority</u>
By: <u></u>	By: _____
Title: <u>Director, OHS</u>	Title: _____
Date: <u>11/13/18</u>	Date: _____

**FEE SCHEDULE**

**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.

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

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

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

MUNICIPALITY agrees to pay PROVIDER \$ 160.00 per split sample test

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

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

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

**Above Fee to 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, electronic delivery of UDS results (if requested), 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).

**Amendment A**

**EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT**

**NON-DISCRIMINATION**

Both Parties 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](http://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.**



Date: November 13, 2018