

Passaic County Board of Chosen Freeholders

OFFICE OF THE
PASSAIC COUNTY FREEHOLDERS

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Deputy Director John W. Bartlett
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Administrator

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County Counsel

Louis E. Imhof, III, RMC

Clerk Of The Board



Public Meeting (Board Meeting)

Date: Jun 14, 2016 - 5:30 PM

Location: County Administration
220
401 Grand Street
Paterson, NJ 07505

Agenda: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC, BOROUGH OF WOODLAND PARK AND TOWNSHIP OF LITTLE FALLS FOR A PILOT PROGRAM TO MONITOR FLOODING AT THE PECKMAN RIVER, ALL AS NOTED IN THE RESOLUTION

THIS RESOLUTION WAS REQUESTED BY:

REVIEWED BY:

Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

William J. Pascrell, III, Esq.
COUNTY COUNSEL

Administration and Finance
COMMITTEE NAME

Official Resolution#	R20160455						
Meeting Date	06/14/2016						
Introduced Date	06/14/2016						
Adopted Date	06/14/2016						
Agenda Item	k-28						
CAF #	6-01-20-101-001-213						
Purchase Req. #							
Result	Adopted						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Best Jr	✓				✓		
Bartlett	✓				✓		
Duffy	✓			✓	✓		
James	✓		✓		✓		
Lazzara	✓				✓		
Lepore	✓				✓		
Lora	✓				✓		

PRES.= present ABS.= absent
MOVE= moved SEC= seconded
AYE= yes NAY= no ABST.= abstain

Dated: June 15, 2016

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF PASSAIC, BOROUGH OF
WOODLAND PARK AND TOWNSHIP OF LITTLE FALLS FOR A
PILOT PROGRAM TO MONITOR FLOODING AT THE PECKMAN
RIVER**

WHEREAS the Peckman River, a tributary of the Passaic River traversing the Borough of Woodland Park and the Township of Little Falls in Passaic County, has been a source of frequent flash flooding over the years; and

WHEREAS the two Passaic County municipalities, in an effort to better alert its affected residents in the area of this River, has been considering the retaining of a limited liability company known as Gotham Analytics to offer service in this regard including, but not limited to, installing monitors along the River to warn residents of flash flooding in real time; and

WHEREAS the Board of Chosen Freeholders of the County of Passaic has been approached to assist in this effort and it has been proposed that a one-time grant in the amount of Thirteen Thousand Five Hundred (\$13,500.00) Dollars be provided to either or both Little Falls and Woodland Park to fund a pilot program to address this ongoing problem, retain said Gotham Analytics and report the results to the Passaic County Office of Emergency Management; and

WHEREAS the said Board is desirous of providing this funding through the execution of a Shared Service Agreement by and between the County of Passaic, Borough of Woodland Park and Township of Little Falls, which is authorized pursuant to N.J.S.A.

40A:b 5-1 et seq. (copy of proposed Agreement attached hereto and made a part hereof); and

WHEREAS this matter has been presented to both the Freeholder Committee for Finance & Administration and Law & Public Safety who have recommended that this pilot program be approved by the full Board; and

WHEREAS a certification is attached hereto indicating the availability of funds for said expenditure.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Passaic that it hereby authorizes a Shared Services Agreement by and between the County of Passaic, Borough of Woodland Park and the Township of Little Falls to allocate the sum of \$13,500.00 to either or both municipalities for a Pilot program to retain Gotham Analytics to provide services to assist affected residents in getting real time warnings of flash flooding along the Peckman River in Passaic County.

BE IT FURTHER RESOLVED that the Director and Clerk to the Board as well as the County Counsel are authorized to execute this Agreement on behalf of the County of Passaic.

June 14, 2016

CERTIFICATION OF AVAILABLE FUNDS

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:

AMOUNT: \$13,500.00

APPROPRIATION: 6-01-20-101-001-213

PURPOSE: Resolution authorizing a shared services agreement by and between the county of Passaic, Borough of Woodland Park and Township of Little Falls for a PILOT Program to monitor flooding at the Peckman River.



Richard Cahill, Chief Financial Officer

DATED: June 14, 2016

RC:fr

SHARED SERVICES AGREEMENT
BETWEEN
COUNTY OF PASSAIC, BOROUGH OF WOODLAND PARK,
AND TOWNSHIP OF LITTLE FALLS

FOR
A PILOT PROGRAM TO MONITOR FLOODING AT THE PECKMAN RIVER

WHEREAS, the County of Passaic ("County") is a corporate body politic with its principal place of business located at 401 Grand Street, Paterson, New Jersey, 07505; and

WHEREAS, the Township of Little Falls ("Little Falls") is a corporate body politic with its principal place of business located at 225 Main Street, Little Falls, New Jersey, 07424; and

WHEREAS, the Borough of Woodland Park ("Woodland Park") is a corporate body politic with its principal place of business located at 5 Brophy Lane, Woodland Park, New Jersey, 07424; and

WHEREAS, the Peckman River ("Peckman") is a tributary of the Passaic River in Passaic County traversing both Little Falls and Woodland Park, and has been the subject of frequent flash flooding; and

WHEREAS, in an effort to better alert residents of Little Falls and Woodland Park of flash flooding events, the County is partially funding a pilot program, whereby thirteen thousand five hundred (\$13,500.00) will be disbursed to either Woodland Park or Little Falls, to retain Gotham Analytics ("Gotham"), a private limited liability company offering a host of services, including real time monitoring of rivers prone to flooding; and

WHEREAS, the County, Little Falls and Woodland Park reached an agreement authorized by N.J.S.A. 40A:65-1, et seq. ("Uniform Shared Services and Consolidation Act"), whereby the County would provide funding as outlined herein, and Little Falls and Woodland Park shall execute an agreement to retain Gotham, and report to the County's Office of Emergency Management, as outlined herein; and

NOW, THEREFORE, LET IT BE AGREED AND ACCEPTED AS FOLLOWS:

1. **TERM.** This Agreement shall be limited to the County allocating thirteen thousand five hundred dollars (\$13,500.00) to either Little Falls or Woodland Park, as directed by same.
2. **PROVISION OF SERVICES.** The County shall provide the funding as outlined herein, to partially fund a program to monitor flash flooding at the Peckman. The County's involvement is limited to the funding to Woodland Park and Little Falls. The County, its agents, employees, and appointed or elected officials, will not be involved in the implementation or management of the pilot program. The County's involvement is strictly limited to partially funding the pilot program.
3. **QUARTERLY REPORTS TO THE COUNTY'S OFFICE OF EMERGENCY MANAGEMENT.** Little Falls and Woodland Park shall be required to provide the County's Office of Emergency Management with quarterly reports on the status of the program, including but not limited to, data received from the real time monitoring of the Peckman and whether said data reduced evacuations and the response time of first responders.

4. **NOTICES**. All notices required by this Agreement shall be in writing and shall be sent via regular and certified mail, return receipt requested, to the following person:
 - a. *AS TO THE LITTLE FALLS*: Township of Little Falls, Administrator, 225 Main Street, Little Falls, New Jersey 07424.
 - b. *AS TO WOODLAND PARK*: Borough of Woodland Park, Administrator, 5 Brophy Lane, Woodland Park, New Jersey 07424.
 - c. *AS TO THE COUNTY*: County of Passaic, Administrator, 401 Grand Street, Room 205, Paterson, New Jersey 07505.
5. **INDEMNIFICATION**. Little Falls and Woodland Park shall indemnify, hold harmless and defend the County, its elected and appointed officials, employees, officers and agents against any and all liability claims, suits, losses and damages on account of any bodily injury, death or property damage arising out of or connected with the performance of any service authorized by or under this Agreement. In addition, Little Falls and Woodland Park agree that it shall have the County named as an additionally named insured to the extent that either municipality is under any agreement that it may make with Gotham.
6. **COUNTY'S ROLE**. The County's role is limited strictly to the funding as outlined herein. The County, its agents, employees, and appointed or elected officials, will not be involved in the implementation or management of the pilot program, and shall not deal with Gotham, or any other expert retained by Little Falls or Woodland Park, on a day-to-day basis. Furthermore, the County's financial commitment to this pilot program is strictly limited to the funding as outlined herein.
7. **ENTIRE AGREEMENT/AMENDMENTS**. The parties acknowledge and agree that this writing constitutes the only and entire Agreement between the parties and supersedes any prior written agreements, and shall be authorized by Resolution adopted by the Passaic County Board of Chosen Freeholders, Borough of Woodland Park, and Township of Little Falls.
8. **INTERPRETATION/CONSTRUCTION**. The parties agree that this Agreement was prepared under authority of the State of New Jersey and therefore shall be interpreted by the laws of this State.
9. **DISPUTE RESOLUTION**. The parties shall be mandated to negotiate any disputes of the Agreement directly. If a solution cannot be agreed and an impasse is reached, the dispute arising out of this Agreement shall be submitted for arbitration to the American Arbitration Association to be adjudicated pursuant to the rules and procedures of that organization. All decisions of the Arbitrators shall be binding upon the parties and may be docketed in any Court of competent jurisdiction as provided by Court Rule.
10. **ASSIGNMENT**. The rights, duties, and obligations of this Agreement may not be assigned without either party's written consent.

11. **NON-WAIVER**. It is agreed that a failure or delay in the enforcement of any provisions of this Agreement by either party shall not constitute a waiver of those provisions.
12. **SEVERABILITY**. If any provision or provisions of this Agreement is determined to be invalid or contrary to New Jersey law, only those provisions shall be struck and the remaining provisions of this Agreement shall survive.
13. **FUNDING**. This Agreement is subject to the availability and appropriation of sufficient funds in the fiscal years in which the services are provided.
14. **FORCE MAJEUR**. In the event that any party is unable to perform any of the services provided hereunder or to keep any covenants by reason of labor strikes or any other causes beyond the reasonable control of that party, including but not limited to, governmental action or preemption, act of God, war or civil unrest, then that party shall be relieved of its obligation provided a reasonable extension to complete the obligation or service.
15. **INDEPENDENT PUBLIC AGENCIES**. The parties acknowledge and agree that they are associated for only the purposes set forth in this Agreement and each is a public agency, separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create liability for one party whatsoever with respect to indebtedness, liabilities, and obligations of the party beyond what may be required by general law.
16. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate resolution of each entity.

IN WITNESS WHEREOF, each party has executed this Agreement and affixed its corporate seal on the date indicated. BY executing this agreement, each party acknowledges that said execution has been duly authorized by a property Resolution of the governing body.

ATTEST:

COUNTY OF PASSAIC

Dated: June ____, 2016

Theodore "TJ" Best, Director

ATTEST:

TOWNSHIP OF LITTLE FALLS

Dated: June ____, 2016

Darlene Conti, Mayor

ATTEST:

BOROUGH OF WOODLAND PARK

Dated: June ____, 2016

Keith Kazmark, Mayor