

**DISASTER RECOVERY  
CONSULTING AGREEMENT**

**Between**

**Meridian Strategic Services, Inc.**

**and**

**the Township of North Brunswick, New Jersey**



**Meridian  
Strategic  
Services, Inc.**  
Partnering with you for a more resilient future



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## **CONSULTING AGREEMENT**

This agreement is made by and between Meridian Strategic Services, Inc. (MSS), including its subcontractors, and the Township of North Brunswick, New Jersey. In consideration of mutual promises of each Party to the other herein contained, it is mutually agreed as follows:

### **ARTICLE 1: Objective**

This Agreement is made between Meridian Strategic Services, Inc., and its subcontractors, and the Township of North Brunswick located in the State of New Jersey.

MSS will provide services to the Township of North Brunswick in the terms and conditions set forth in this Agreement. The purpose of this agreement is for MSS to assist the Township to coordinate their ongoing disaster recovery activities associated with the Storm and Flooding that occurred on September 1, 2021 (Major Disaster Declaration 4614-DR-NJ), any other open projects related to this disaster declaration. MSS will also provide management services relating to administration and coordination of funding and benefits under its participation with the Garden State Joint Insurance Fund and applications under the Federal Emergency Management Agency's (FEMA) Public Assistance Grant Program and its Hazard Mitigation Program.

### **ARTICLE 2: General**

MSS, and its subcontractors, will provide technical expertise and support services to the Township of North Brunswick. These services will include assistance in the eligibility and administration of funding granted through the Federal Emergency Management Agency's (FEMA) Public Assistance Grant Program and its Hazard Mitigation Program. These services will also include coordinating the Township's effort to enhance its resiliency in the face of future disasters.

Any other services will require a separate Agreement between MSS and the Township of North Brunswick.

### **ARTICLE 3: Term**

This Agreement, and its terms and conditions, will become effective upon full execution of this document by both parties. This Agreement will remain in effect until terminated under provisions of Article 11 herein with a term not to exceed one year.

### **ARTICLE 4: Services**

The following are the services MSS, and its subcontractors, will perform for the Township of North Brunswick as part of this Agreement:

1. Attend meetings and hold project specific discussions with agencies including the Garden State Joint Insurance Fund (JIF), excess insurance carriers, Municipal Risk Advisor, engaged professionals, FEMA, and the New Jersey Office of Emergency Management Public Assistance Unit.
2. Provide technical advisory services related to Emergency Management and disaster recovery. This includes providing advice on the eligibility of facilities, work, and other costs and develop justifications for presentation to the New Jersey Office of Emergency Management or FEMA.

3. Develop and implement strategies designed to maximize federal and state disaster recovery assistance in excess of insurance coverage limits.
4. Prepare applicable correspondence to FEMA and the State of New Jersey OEM.
5. Prepare required progress reports to the Township of North Brunswick, State and FEMA.
6. Develop a financial tracking process that organizes and records project related expenses in a manner that facilitates the financial reimbursement by FEMA.
7. Serve as subject matter experts and provide programmatic and policy advice to the Township of North Brunswick regarding various federal disaster relief programs.
8. Assist the Township of North Brunswick senior leadership in the development of a strategic disaster recovery plan as it relates to the project and mitigation efforts.
9. Review and organize disaster related documentation to ensure regulatory compliance and maximize reimbursement opportunities.
10. Conduct site visits of damaged areas and collect information for project formulation in coordination with Township staff, design engineer, and selected contractors as may be needed.
11. Prepare project documentation shared under the insurance claim for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt reimbursement to the Township.
12. Provide insurance reconciliation and grant close-out services.

MSS will determine the methods, manner, specifics of performing these services with prior client approval.

The scope and services for this Agreement is limited to damages associated with Storm and Flooding that occurred on September 1, 2021 (Major Disaster Declaration 4614-DR-NJ), open legacy disasters and long-term disaster resiliency services.

#### **ARTICLE 5: Compensation**

MSS will assign a Project Manager (Michael F. Moriarty) as the lead to the Township of North Brunswick. This Project Manager will serve as the Township's primary point of contact for this project and will be billed at a rate of \$150.00 per hour. Administrative support is available for \$80 per hour.

The table below provides our hourly rates in the event additional consultants are required:

Position	Hourly Rate
Principal	\$200
Project Manager	\$150
Subject Matter Expert	\$170
Disaster Recovery Consultant	\$140
Administrative Support Consultant / Analyst	\$80

MSS will advise the Township of North Brunswick and gain approval prior to performing any services. If approval is delayed or not provided, the function will not be performed by MSS without consequence to MSS for any delay.

Compensation rates are not inclusive of expenses, travel costs, or any other direct costs which may be incurred for services rendered where travel or per diem is required. The Project Manager will seek written permission from the client prior to incurring travel related costs. MSS will utilize the General Services Administration's (GSA) rates for travel including airfare, hotel, car rental, parking fees, tolls, laundry and meals.

#### **ARTICLE 6: Invoicing and Payment**

MSS will submit an invoice to the Township of North Brunswick on the first business day of each month.

Payment should be rendered within thirty (30) days of the submitted invoice for payment.

Payments should be made to Meridian Strategic Services, Inc at:

Meridian Strategic Services, Inc.  
P.O. Box 158  
Esopus, NY 12429

Late payments could incur a 1% late fee each month until payment is received.

#### **ARTICLE 7: Period and Place of Performance**

MSS consultants will perform most of their duties remotely, but when required, MSS consultants will be present onsite at a Township of North Brunswick facility or other designated site to attend meetings, collect information and conduct site inspections.

#### **ARTICLE 8: Reporting Requirements**

MSS will provide a monthly written progress report to the Township of North Brunswick regarding ongoing projects.

#### **ARTICLE 9: Information Access**

Township of North Brunswick and its employees, contractors, vendors and other representatives will provide MSS with all project related information when requested to facilitate services detailed herein above and for auditing purposes.

#### **ARTICLE 10: Notices**

All notices required or permitted to this Agreement shall be deemed given if and when personally delivered in writing to the Party or its designated agent or representative, or if and when mailed by United States mail, registered, certified mail, return receipt requested, and properly addressed. All notices shall be addressed to each organization's representative:

<b>Organization</b>	<b>Meridian Strategic Services, Inc.</b>	<b>Township of North Brunswick, New Jersey</b>
<b>Address</b>	Meridian Strategic Services, Inc. P.O. Box 158 Esopus, NY 12429	Township of North Brunswick 710 Hermann Rd North Brunswick, NJ 08902
<b>Point of Contact</b>	Seamus K. Leary	Justine Progebin
<b>Title</b>	President	Business Administrator
<b>Email</b>	<a href="mailto:sleary@meridianstrategicserv.com">sleary@meridianstrategicserv.com</a>	<a href="mailto:jprogebin@northbrunswicknj.gov">jprogebin@northbrunswicknj.gov</a>
<b>Phone</b>	845-384-3012	908-930-5428

#### **ARTICLE 11: Termination**

The Township of North Brunswick and Meridian Strategic Services, Inc. may terminate this agreement, in writing, at any time or when the Township of North Brunswick has closed all of its disaster related projects due to completion or withdrawal.

IN WITNESS, WHEREOF, the parties hereto have, through duly authorized officials, executed this Agreement relative to the services described herein, as of the day and year indicated:

**Accepted By:**

\_\_\_\_\_  
Justine Progebin  
Business Administrator

**Accepted By:**

*Seamus Leary*  
\_\_\_\_\_  
Seamus K. Leary  
President

**February 6, 2023**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date