

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK
AUTHORIZING AN AGREEMENT WITH MERIDIAN STRATEGIC SERVICES, INC.
TO PROVIDE ASSISTANCE WITH DISASTER RECOVERY
FEMA/CLAIMS COORDINATION RELATED TO APPLICATIONS FILED WITH
THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND
PUBLIC ASSISTANCE GRANT FUNDING AND HAZARD MITIGATION PROGRAM
AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE**

WHEREAS, Hurricane Ida impacted New Jersey on Wednesday, September 1, 2021, bringing severe weather conditions including strong winds, reports of tornadoes, and heavy and sustained rainfall in some areas; and

WHEREAS, the storm caused severe damage to municipal facilities, infrastructure, vehicles and equipment, including the Municipal Complex which had extensive damage to the sections of the Police Department and basement where the mechanical room is located; and

WHEREAS, in September of 2021, the Township filed claim(s) under the Garden State Joint Insurance Fund (JIF) to begin remediation efforts; and

WHEREAS, in October of 2022, due to the complexity of the insurance claim for the Municipal Complex, it was determined necessary to contract for claims administration services for assistance with the reporting, documentation and submission requirements; and

WHEREAS, in December of 2022, pursuant to Resolution 346-12.22, an agreement with BDO USA, LLP was authorized as an Extraordinarily Unspecifiable Service contract for work related to the insurance claim(s), with a one-year contract term and an amount not-to-exceed \$150,000.00 based on the agreed fee schedule; and

WHEREAS, the proposal submitted by BDO USA, LLP for said insurance claim work was presented to the excess carrier for a determination of coverage and approved as an eligible expense under the insurance claim(s); and

WHEREAS, in addition the Township has made application with the Federal Emergency Management Agency (FEMA) for Federal Hurricane Ida Recovery Funding, seeking reimbursement for expenses associated with restoration; and

WHEREAS, in January of 2023, pursuant to Resolution 60-1.23, an agreement with BDO USA, LLP was authorized as an Extraordinarily Unspecifiable Service contract to assist with the application process under FEMA, with an amount not-to-exceed \$50,000.00 and a one-year contract term; and

WHEREAS, the proposal submitted by BDO USA, LLP for said FEMA claim work shall be presented to FEMA for approval as an eligible expense under the Hurricane Ida application; and

WHEREAS, in addition to insurance and FEMA Hurricane Ida funding, the Township is making application under FEMA Public Assistance grant funding and its Hazard Mitigation Program for costs associated with project(s) identified by professionals as necessary to ensure the building's resiliency during future weather events; and

WHEREAS, Municipal Officials solicited a proposal from Meridian Strategic Services, Inc. to assist in coordination of funding efforts and guidance with ongoing disaster recovery activities and working with professionals on mitigation projects; and

WHEREAS, the Purchasing Agent and Legal Counsel have reviewed the qualifications and proposal submitted by Meridian Strategic Services, Inc. and determined they possess the expertise and proven reputation to assist with the application process under FEMA; and

WHEREAS, some activities outlined with the proposal submitted by Meridian Strategic Services, Inc. may be an eligible expense under FEMA and shall be included in the application for reimbursement; and

WHEREAS, compensation for said services shall be based upon the January 27, 2023 proposal submitted by Meridian Strategic Services, Inc. to be paid upon submission of monthly invoices in accordance with the rate schedule, in an amount not-to-exceed \$30,000.00; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-5 et seq., services which are specialized and qualitative in nature, requiring expertise, extensive training and proven reputation in the field of endeavor, the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body by resolution without public advertising as an extraordinarily unspecifiable service contract; and

WHEREAS, under an alternative process to the Fair and Open process pursuant to Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq., the Township, as a local contracting unit, may award contracts for services that are specialized and extraordinarily unspecifiable in nature; and

WHEREAS, Meridian Strategic Services, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Meridian Strategic Services, Inc. has not made any reportable contributions to a political or candidate committee in the Township of North Brunswick in the previous one year, and that the contract will prohibit Meridian Strategic Services, Inc. from making any reportable contributions through the term of the contract; and

WHEREAS, in addition, Meridian Strategic Services, Inc. has completed and submitted a C.271 Political Contribution Disclosure Form pursuant to N.J.S.A. 19:44A-20.26 et seq.

NOW THEREFORE BE IT RESOLVED, on this 6th day of February 2023, that the Township Council of the Township of North Brunswick does hereby authorize the agreement with Meridian Strategic Services, Inc. as an Extraordinarily Unspecifiable Service contract to assist with the application process under FEMA Hazard Mitigation Program, with an amount not-to-exceed \$30,000.00 and a one-year contract term; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution; and

BE IT FURTHER RESOLVED notice of this action shall be published in the Home News & Tribune as required by law within 10 (ten) days after its passage.

CERTIFICATION

I, Cavel Gallimore, Chief Financial Officer, hereby certify that \$30,000.00 is available for this purpose in Storm Recovery Reserve Account D-33-56-850-005-001 contingent upon reimbursement under the FEMA application. Contract PRO23036

Cavel Gallimore
Chief Financial Officer

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
HUTCHINSON				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
MEHTA				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on February 6, 2023.

Lisa Russo
Township Clerk

**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:

Organization	Meridian Strategic Services, Inc.	Township of North Brunswick, New Jersey
Address	Meridian Strategic Services, Inc. P.O. Box 158 Esopus, NY 12429	Township of North Brunswick 710 Hermann Rd North Brunswick, NJ 08902
Point of Contact	Seamus K. Leary	Justine Progebin
Title	President	Business Administrator
Email	sleary@meridianstrategicserv.com	jprogebin@northbrunswicknj.gov
Phone	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:

Accepted By:

Justine Progebin
Business Administrator

Seamus Leary

Seamus K. Leary
President

Date

February 6, 2023

Date