

Resolution of the Demarest Governing Body

Resolution No. 030-25

January 6, 2025

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang	✓		✓			
Fox	✓		✓			
Marks			✓			
Slowikowski		✓	✓			
Reiss			✓			
Collins			✓			

TITLE: RESOLUTION APPROVING SHARED SERVICE AGREEMENT WITH COUNTY OF BERGEN FOR THE PROVISION OF EMPLOYEE ASSISTANCE PROGRAM

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WHEREAS, the Borough of Demarest has a need for Employee Assistance program (EAP) Services for its municipal workforce; and


WHEREAS, the County of Bergen has entered into a contract with an accredited third-party vendor, ("Contractor") to provide EAP services to County employees as well as other local entity employees within the County; and

WHEREAS, the Borough of Demarest wishes to enter into this Shared Services Agreement with the County for Contractor to provide EAP services for its workforce; and

WHEREAS, this agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007,c.63 (N.J.S.A. 40A:65-1, *et seq.*); and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Demarest that the Borough Administrator is authorized to execute this agreement with the County of Bergen to provide EAP services; and

APPROVED:



Mayor Brian Bernstein

CERTIFICATION

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on January 6, 2025



Julie Falkenstern, Acting Borough Clerk



SHARED SERVICES AGREEMENT

BETWEEN

**BERGEN COUNTY DEPARTMENT
OF HEALTH SERVICES**

AND

BOROUGH OF DEMAREST

FOR:

**THE PROVISION OF
EMPLOYEE ASSISTANCE PROGRAM (EAP)
2025**

Approved by Bergen County Resolution No. _____, Dated _____
Approved by BOROUGH OF DEMAREST Resolution No. _____ Dated _____

**SHARED SERVICE AGREEMENT
EMPLOYEE ASSISTANCE PROGRAM (EAP)**

THIS AGREEMENT ("AGREEMENT") made and entered into this 1st day of January 2025 ("Effective Date"), is by and between:

THE COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Room 580, City of Hackensack, County of Bergen, State of New Jersey, 07601 (hereinafter referred to as "COUNTY"); and

THE BOROUGH OF DEMAREST a body politic and corporate of the State of New Jersey, with administrative offices located at 118 Serpentine Road, Demarest, County of Bergen, State of New Jersey (hereinafter referred to as the "LOCAL ENTITY").

WITNESSETH:

WHEREAS, the LOCAL ENTITY has a need for Employee Assistance Program (EAP) Services for its municipal workforce; and

WHEREAS, the COUNTY has entered into a contract with an accredited third-party vendor, ("Contractor") to provide EAP Services to COUNTY employees as well as other LOCAL ENTITY employees within its borders; and

WHEREAS, the LOCAL ENTITY wishes to enter into this Shared Services Agreement with the COUNTY for Contractor to provide EAP Services for its workforce; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, *et seq.*); and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and the LOCAL ENTITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits.

NOW, THEREFORE, IT IS AGREED by and between the LOCAL ENTITY and the COUNTY as follows:

- I. APPOINTMENT.** The COUNTY is hereby appointed and retained to provide EAP Services through its Contractor.
- II. TERM.** The term of this Agreement be for ONE (1) Year and shall commence on **01/01/2025** in accordance with the terms and conditions of this Agreement, terminating on **12/31/2025**.
- III. TERMINATION OF AGREEMENT.** The COUNTY may terminate this Agreement, at any time during the term thereof, by giving of thirty (30) days written notice, to the LOCAL ENTITY.

The LOCAL ENTITY may terminate this Agreement, at any time during the term thereof, by the giving of thirty (30) days written notice, to the COUNTY.

IV. SCOPE OF EMPLOYEE ASSISTANCE PROGRAM SERVICES

- a. Contractor will provide immediate access, 24 hours a day, 365 days a year, to an MD, PhD, RN, or another licensed mental health professional for the provision of Emergency Consultation; Referral, Conflict Resolution; Support Services; Problem Solving; Professional Coaching; and Critical Incident Intervention
- b. Intervention Strategies will provide 24-hour specialized consultation for employees, family members, and significant others needing information and referral services in the following areas:
 - Information regarding hospitals, health centers, nursing care, senior citizen centers, and drug/alcohol rehab facilities, elder care, and day care
 - Alcohol and drug problems
 - Personal and family wellness counseling
 - Anger management
 - Depression and suicidal ideation
 - Employee conflicts
 - Concern for fellow employees, employment issues, loss of job/outplacement, and relocation counseling for employees
 - Addictive behaviors, compulsive shopping, and gambling
 - Hospice care/coping with the terminally ill, loss of a loved one

- Critical incidents
 - Prevention and intervention of workplace violence
 - Emergency services to employee and/or family members who are overseas
 - Day-to-day challenges
- c. Contractor will provide 24-hour consultation for managers, supervisors, and/or leaders who may need help from a qualified professional in the following areas:
- Interpersonal employee conflicts, concerns about employees
 - Absenteeism, performance and productivity problems
 - Health issues, work stress-related issues
 - Interdepartmental issues
 - Assistance with critical incidents, i.e., death of employee, employee conflicts, etc.

V. COMPENSATION

- a. The LOCAL ENTITY shall pay Twenty-two dollars and twenty-five cents (\$22.25) per each employee of the LOCAL ENTITY, per year, for the above Employee Assistance Program Services. The COUNTY will provide the LOCAL ENTITY with invoices for payments on an annual basis, with LOCAL ENTITY required to provide two payments; the first payment no later than May 15th and the second no later than November 30th of each year.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the New Jersey Department of Insurance and Department of Community Affairs.

VI. DISPUTE RESOLUTION

- a. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- b. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or ongoing relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter, or one party determines in its sole discretion that its interests are not being served by the mediation.

- c. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- d. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- e. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

- VII. COUNTY REPRESENTATIVE.** COUNTY representative will be Director/Health Officer. The COUNTY shall not permanently change its designated representative without written notification to the LOCAL ENTITY.
- VIII. GOVERNING LAW/VENUE/CONSTRUCTION.** This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.
- IX. MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by both the LOCAL ENTITY and the COUNTY.
- X. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- XI. NO WAIVER.** No waiver of any term, provision, or condition contained in this Agreement, nor any reach of any such term, provision, or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

XII. CAPTIONS. The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

XIII. NO ASSIGNMENT. This Agreement shall not be assigned by the COUNTY without the specific written consent of the LOCAL ENTITY.

XIV. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall indemnify and hold harmless the LOCAL ENTITY from any and all claims, suits, demands, damages, charges, liabilities, losses, cost, and expenses arising out of the activities of the COUNTY, its employees and agents in connection with any activities undertaken by the COUNTY, pursuant to this Agreement. It is the intention of the parties that any claim for relief or any type being asserted against the LOCAL ENTITY, based upon any act or omission of the COUNTY, its affiliates and successors, shall not be the responsibility of the LOCAL ENTITY, and the COUNTY shall hold the LOCAL ENTITY harmless from same;

The LOCAL ENTITY shall indemnify and hold harmless the COUNTY from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of the LOCAL ENTITY, its employees and agents, in connection with all activities undertaken by the LOCAL ENTITY pursuant to this Agreement. It is the intention of the Parties that any claim for relief of any type being asserted against the COUNTY based upon any act or omission of the LOCAL ENTITY, shall not be the responsibility of the COUNTY, and the LOCAL ENTITY shall hold the COUNTY harmless from same;

XV. NOTICE. Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

If to COUNTY:

Director/Health Officer
Bergen County Department of Health Services
One Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601

With a copy to:

Bergen County Counsel
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, New Jersey 07601

If to the LOCAL ENTITY:

CLERK, BOROUGH OF DEMAREST
118 Serpentine Road
Demarest, NJ 07627-2128

XVI. AUTHORIZATION. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.

XVII. COOPERATION OF THE PARTIES. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

XVIII. COUNTERPARTS AND ELECTRONIC DELIVERY AND SIGNATURES. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respect as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by the COUNTY.

- I. RELATIONSHIP OF THE PARTIES.** Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- II. NON-DISCRIMINATION.** The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- III. SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.
- IV. RECITALS.** The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.
- V. EMPLOYMENT RECONCILIATION.** Both Parties agree that no employees are intended to be transferred pursuant to this Agreement, and none of the Employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.

ISIGNATURE PAGE TO FOLLOW:

IN THE WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

_____ total number of BOROUGH OF DEMAREST employees x \$22.25 per employee = \$ _____

BOROUGH OF DEMAREST

SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

Print: Julie Falkenstern

Title: Acting Borough Clerk

Date: 1/7/25

AUTHORIZED SIGNATURE:

By: _____

Print: Brian K. Bernstein

Title: Mayor

Date: 1/6/25

COUNTY OF BERGEN

SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

Executive Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____

James J. Tedesco, III, County

Or: _____

Thomas J. Duch, Esq.

County Administrator/Counsel

Date: _____