

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 1st day of October, 2025 BETWEEN the Bergen County Workforce Development Board with primary offices at 60 State Street, Hackensack, NJ 07601 (the "Client"), and Jane A. Armstrong, Workforce Development Specialists (the "Consultant").

IN CONSIDERATION OF the matters described herein and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

The scope of work as defined in Attachment A ("Proposal") to this Agreement and amended or updated from time-to-time.

The Consultant hereby agrees to provide the Client with the Services defined in Attachment A

TERM OF AGREEMENT

The term of this Agreement (the "Term") will begin on October 1, 2025 and will remain in full force and effect until the first of: completion of the Services, or year from its initiation, unless terminated by 30 days written notice by either party.

WORK HOURS

The requirement is that the Consultant works for an estimated total of 176 hours at a rate of \$99 per hour, not to exceed \$17,500 for the contract period as needed to complete the scope of work as outlined in Attachment A.

The Consultant has no set hours of work but shall be available as needed for the project with agreement by both parties and a minimum of one week in advance of the agreed upon date and times.

COMPENSATION

The Consultant will charge the Client for the Services at time of submission of the document benchmarks as identified in Attachment A ("Compensation").

The Consultant will invoice the Client at the time of the submission of the documents.

Invoices submitted by the Consultant to the Client are due for payment within 60 days of the client's receipt.

CONFIDENTIALITY

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information, which is a trade secret in which case those obligations will last indefinitely. Any personally identifiable information of the client's customers is considered confidential without prejudice in perpetuity and will in no be retained or duplicated in any from including but not limited to electronic means.

All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client.

All intellectual property and related material created by the Consultant prior to or during this agreement and not in conjunction with or for the purposes of this Agreement, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is not developed or produced under this Agreement, is the sole property of the Consultant.

CAPACITY/INDEPENDENT CONSULTANT

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent Consultant and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Bergen County
Workforce
Development Board
Tammy Molinelli,
Executive Director
tammol@bergen.org
(201) 329-9600

Jane A. Armstrong
Workforce Development
Specialists
Employer Identification
Number:
93-1429203
jaarmstrongphd@gmail.com
(862) 266-3444

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

SIGNATORIES

IN WITNESS WHEREOF this Agreement shall be signed by Tammy Molinelli, Executive Director, on behalf of Bergen County Workforce Development Board and by Jane A. Armstrong, Workforce Development Specialists. This Agreement is effective as of the 1st day of October, 2025.

CLIENT:

CONSULTANT:





Attachment A Proposal

Scope of Work

1. **Modification of the Bergen County Workforce Development Board documents including MOUs and associated documents**
Review MOU and associated document content
Edit documents to include required content
Research additional information to comply with NJDOL rules
Provide additional editing or research as identified by the Board
Participate in weekly meetings to review content and changes
2. **Workforce Development Board Policy Development and Document Preparation**
Participate in weekly meetings to review content changes as requested by the Bergen County Workforce Development Board
Review prior policies- template and content
Develop and edit policies
Research information for inclusion in the policies
Provide additional editing or research as identified by the Bergen County Workforce Development Board
3. **Provide support for WIOA, WFNJ and grant funded activities and administrative tasks as requested by the Executive Director of the WDB**

Total for services not to exceed \$17,500 and 176 hours

**26-F-55T APPROVAL—SHARED SERVICES AGREEMENT FOR TECHNOLOGY SUPPORT
SERVICES AS NEEDED FOR LEVELS 1-3 BETWEEN BERGEN COUNTY
WORKFORCE DEVELOPMENT BOARD AND BERGEN COUNTY TECHNICAL
SCHOOLS BOARD OF EDUCATION (7/1/2025 TO 6/30/2026)**

Resolution

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction including services incidental to the primary purposes of any of the participating entities; and

WHEREAS, it has been determined by both districts that services of technology support can be more efficiently and economically provided by a joint agreement; and

THEREFORE, both parties are desirous of entering into a shared services agreement, authorizing the subcontracting of services of a Level 1-3 Technicians along with Technology Support Services on a part-time basis by Bergen County Technical Schools Board of Education to the Bergen County Workforce Development Board;

NOW THEREFORE BE IT RESOLVED, Bergen County Technical Schools Board of Education approves the attached shared services agreement to provide services commencing July 1, 2025 and ending June 30, 2026.

JS/JL/kk

Attachment—Agreement

SHARED SERVICES AGREEMENT
TECHNOLOGY SUPPORT SERVICES

THIS AGREEMENT made this 1st day of July, in the year Two Thousand and twenty-five, by and between **Bergen County Workforce Development Board** (hereinafter referred to as "**WDB**"), having offices located at 60 State St, Hackensack, NJ 07601 and the Bergen County Technical School District Board of Education (hereinafter referred to as "**Bergen Tech**"), having offices located at 540 Farview Ave, Paramus, New Jersey 07652;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes public entities to enter into a contract with each other to subcontract any service which one of the parties to the agreement is empowered to render within its own jurisdiction, including services incidental to the primary purpose of any of the participating entities; and

WHEREAS, Bergen Tech and **WDB** are both authorized to provide the services of technology support services for their respective entities; and

WHEREAS, Bergen Tech and **WDB** are of the opinion that the services of technology support services can be more efficiently and economically provided to each party through a joint agreement for the subcontracting of such services (hereinafter referred to as "the Agreement"); and

WHEREAS, the parties are desirous of entering into a shared service agreement which would authorize the subcontracting of the services of technology support services by Bergen Tech to provide technical support services to **WDB**;

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. Services to be Performed

- a. Bergen Tech agrees to provide the services of general Technology Support Services to **WDB** on an as needed basis.
- b. Bergen further agrees to provide Technology Support Services for the duration of this Agreement to **WDB** utilizing experienced professional Information Technology Technicians

in conjunction with an Online Helpdesk. Areas of service shall include:

1. Server Support;
2. Network Support;
3. Phone support;
4. Hardware and software support;
5. E-Mail Support;
6. Systems support;
7. Online resources and storage support.

2. Standards and Scope of Performance

- a. Level I - Support Technician - Bergen Tech agrees to provide the **WDB** with Level I support which includes desktop level support services.
- b. Level II - Server Administration - Bergen Tech agrees to provide the **WDB** with Level II support which includes all support listed above as well as server administration and trouble-shooting support services.
- c. Level III - Network Administration - Bergen Tech agrees to provide the **WDB** with Level III support which includes all support listed above as well as Network administration and trouble-shooting support services.

3. Costs

- a. Level I - Support Technician - **WDB** shall pay Bergen Tech an hourly rate of \$90.00 for support technician services during normal business hours (8:00 am to 6:00 pm Monday through Friday) on an **as needed basis** to be performed under this Agreement for the period beginning July 1, 2025 and ending June 30, 2026.

WDB shall pay Bergen Tech an hourly rate of \$140.00 for support technician services during after business hours (6:01 pm to 7:59 am Monday through Friday and 12:00am to 11:59pm Saturday and Sunday) on an **as needed basis** to be performed under this Agreement for the period beginning July 1, 2025 and ending June 30, 2026.

- b. Level II - Server Administration - **WDB** shall pay Bergen Tech an hourly rate of \$105.00 for server administration services during normal business hours (8:00 am to 6:00 pm Monday through Friday) on an **as needed basis** to be performed under this Agreement for the period beginning July 1, 2025 and ending June 30, 2026.

WDB shall pay Bergen Tech an hourly rate of \$155.00 for support server administration services during after business hours (6:01 pm to 7:59 am Monday through Friday and 12:00am to 11:59pm Saturday and Sunday) on an **as needed basis** to be performed under this Agreement for the period beginning July 1, 2025 and ending June 30, 2026.

- c. Level III - Network Administration - **WDB** shall pay Bergen Tech an hourly rate of \$120.00 for network administration services during normal business hours (8:00 am to 6:00 pm Monday through Friday) on an **as needed basis** to be performed under this Agreement for the period beginning July 1, 2025 and ending June 30, 2026.

WDB shall pay Bergen Tech an hourly rate of \$170.00 for network administration services during after business hours (6:01 pm to 7:59 am Monday through Friday and 12:00am to 11:59pm Saturday and Sunday) on an **as needed basis** to be performed under this Agreement for the period beginning July 1, 2025 and ending June 30, 2026.

- d. Technology Support Services **WDB** shall each pay Bergen ten thousand dollars (\$10,000) for the services of the technology support services to be performed under this Agreement for the period beginning July 1, 2025 and ending June 30, 2026.

In the event of a dispute between the parties over the amount due under the terms of this Agreement, the challenged amount shall be paid by **WDB** without prejudice to its right to file a lawsuit to determine the amount actually owed Bergen Tech. An adjustment to the amount due should be made consistent with any decision of the court.

4. Duration

- a. This Agreement shall commence on July 1, 2025 and shall end on June 30, 2026. This Agreement may be renewed by agreement of the parties for one (1) additional year on a yearly basis. Said renewal shall be in writing and approved by each party by formal resolution before becoming effective.
- b. **WDB** may terminate this Agreement if Bergen Tech (1) persistently or repeatedly refuses or fails to perform the services required under this Agreement; (2) disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or (3) otherwise commits a breach of this Agreement.
- c. Bergen Tech may terminate this Agreement if **WDB** (1) persistently or repeatedly fails to make payment in accordance with this Agreement; or (2) otherwise commits a breach of this Agreement.

5. Payment Procedures

Bergen Tech shall submit to **WDB** a voucher for payment of the costs set forth in Paragraph 3 of this Agreement on a monthly basis. **WDB** shall reimburse Bergen Tech before the first day of the following month.

6. Indemnification and Insurance

- a. **WDB** assumes all liability for, and agrees to indemnify and hold Bergen Tech and its agents, servants, employees, students, guests, licensees and invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by **WDB**, its agents, servants or employees related to the performance of **WDB's** obligations under the terms of this Agreement.
- b. Bergen Tech assumes all liability for, and agrees to indemnify and hold **WDB** and its agents, servants, employees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with, any acts or omissions by Bergen Tech, its agents, servants or employees related to the performance of Bergen Tech's obligations under the terms of this Agreement.

c. Both parties shall maintain full and complete liability insurance, in limits not less than the maximum amounts of liability coverage now maintained by each party, throughout the term of this Agreement and cause the other party to be designated on its policy as an additional insured.

7. Merger

This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

8. Modification

This Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

9. Waiver

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. Neither party may waive any of its rights or any obligations of the other party or any provision of this Agreement except by an instrument in writing signed by that party.

10. Severability

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. Notice

All notices pertaining to the Agreement shall be in writing, and delivered in person or sent certified mail to the parties at the following address:

For Bergen Tech:

John Susino

Business Administrator/Board Secretary
Bergen County Technical School District
540 Farview Ave.
Paramus, New Jersey 07652

For WDB:

Tammy Molinelli
Executive Director
WORKFORCE DEVELOPMENT BOARD
60 State St, Hackensack, New Jersey 07601

12. Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. The Superior Court of the State of New Jersey, in the County of Bergen, shall have jurisdiction to hear and determine any claim or disputes pertaining directly or indirectly to the Agreement or to any matter arising therefrom. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

13. Assignment

Neither party may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

14. Section Headings

Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

15. Counterparts

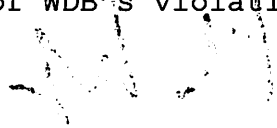
This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

16. Public Inspection

A copy of this document shall be available for public inspection at the offices of both parties immediately after a passage of a resolution to become a party to the Agreement in accordance with N.J.S.A. 40A:65-5(b).

17. Limitation of Employment

WDB agrees that during the term of this Agreement, and for an additional period of one (1) year following the termination or expiration of this Agreement, WDB shall not directly or indirectly offer employment to, employ, seek the counsel of, or contract for services with any Bergen employees providing services under this Agreement during the term, or any renewal term, of this Agreement. This provision shall be construed by the parties as a covenant independent of any other term or condition contained in this Agreement. In the event that WDB violates this provision, WDB shall pay Bergen, for each violation, a monetary amount equal to one (1) year's contract cost of the Bergen employee in question, including but not limited to salary and benefits. It is understood and agreed that, in addition to the foregoing remedy, Bergen may also terminate this Agreement without prior notice in the event of WDB's violation of this provision.



IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

ATTEST:

WORKFORCE DEVELOPMENT BOARD

By: Tammy Molinelli
Tammy Molinelli
Executive Director

By: Ryan Greff
Ryan Greff
Board Chair

Dated: Oct 6, 2025

Dated: Oct 6, 2025

BERGEN COUNTY TECHNICAL SCHOOLS

By: John Susino
John Susino
Business Administrator/
Board Secretary

By: William Connolly
William Connolly
Board President

Dated: 10-9-25

Dated: 10-9-25

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE COUNTY OF BERGEN
AND
THE BERGEN COUNTY WORKFORCE DEVELOPMENT BOARD

THIS AGREEMENT is entered into on this ____ day of August 2025, by and between the **BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF BERGEN**, with principal offices located at 540 Farview Avenue, Paramus, New Jersey 07652 (hereinafter referred to as "Bergen Tech") and the **BERGEN COUNTY WORKFORCE DEVELOPMENT BOARD**, with principal offices located at 60 State Street, Hackensack, New Jersey 07601 (hereinafter referred to as "WDB").

WHEREAS, WDB is an organization that carries out the functions described under the Workforce Investment and Opportunity Act of 2014 ("WIOA"), 29 U.S.C. § 3101 et seq, for the Bergen County Workforce Investment Area; and

WHEREAS, Bergen County (the "County") has assumed the role as the fiscal agent for the WDB; and

WHEREAS, Bergen Tech has established a collaborative relationship with the WDB; and

WHEREAS, Tammy Molinelli is an employee of Bergen Tech who serves as the Executive Director of the WDB; and

WHEREAS, Carol Polack is an employee of Bergen Tech who serves as the Business Manager for the WDB; and

WHEREAS, the WDB has requested that Bergen Tech continue to permit Ms. Molinelli and Ms. Polack to work with the WDB effective July 1, 2025 through June 30, 2026, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Bergen Tech and the County have entered into an agreement for Bergen Tech to provide its employees to the WDB in exchange for reimbursement from the County for the employees' salary and benefits; and

WHEREAS, Bergen Tech and the WDB are desirous of entering an agreement memorializing the terms of their relationship; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter provided, the parties agree as follows:

1. The term of this Agreement shall be from July 1, 2025 through June 30, 2026, unless otherwise terminated.
2. For the term of this Agreement, Bergen Tech will continue to compensate Ms. Molinelli and Ms. Polack their total salary and benefits including any stipends received. The County will reimburse Bergen Tech for the cost of Ms. Molinelli and Ms. Polack's total salary and benefits including any stipends received subject to the appropriation and availability of sufficient funding for the term of this Agreement.
3. Pursuant to this Agreement, Ms. Molinelli shall continue to serve as the Executive Director for the WDB.
4. Pursuant to this Agreement, Ms. Polack shall continue to serve as Business Manager for the WDB.
5. Ms. Molinelli and Ms. Polack shall be entitled to vacation and other forms of leave in accordance with Bergen Tech policy.
6. This Memorandum of Understanding may be canceled by either party, by providing thirty (30) days' prior written notice to the other party.

7. Notices hereunder shall be in writing and delivered by hand or Certified Mail/Return Receipt Requested addressed as follows and deemed to be given or served on the day of hand delivery or date of actual delivery:

As to Bergen Tech:

John Susino, Business Administrator/Board Secretary
Bergen County Technical Schools
540 Farview Avenue
Paramus, NJ 07652

As to WDB:

Tammy Molinelli, Executive Director
Bergen County Workforce Development Board
60 State Street, Room 200
Hackensack, NJ 07601

7. Entire Agreement:

This Agreement contains the entire understanding between the parties and may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement of any modifications or extension may be sought. If any portion of this Agreement is deemed unenforceable or illegal by a court of competent jurisdiction, then that portion of the Agreement so determined shall be stricken and the remainder of the Agreement shall remain in full force and effect.

8. Miscellaneous:

8.1 If any provisions herein contained are at variance with pertinent law, such variation shall be modified to conform to the appropriate pertinent governing law.

8.2 The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

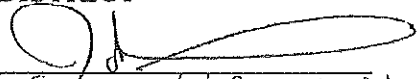
9. Counterparts:

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

The terms of this Memorandum of Understanding have been read and understood by the persons whose signatures appear below who represent that they are each authorized to execute this agreement in their official representative capacities. The parties agree to comply with the terms and conditions of the Memorandum of Understanding set forth in the preceding pages.

**BOARD OF EDUCATION OF THE BERGEN
COUNTY VOCATIONAL AND TECHNICAL
SCHOOLS DISTRICT**

By:

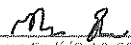

John S. Connelly, School Business Administrator
William Connelly
(print name)

President, Board of Education
(print title)

Dated: 9/5/25

**BERGEN COUNTY WORKFORCE
DEVELOPMENT BOARD**

By:


Ryan Greff (Oct 8, 2025 23:42:01 EDT)
Ryan Greff
(print name)

Chairperson
(print title)

Dated: _____

BCTS Employment MOU 2025

Final Audit Report

2025-10-09

Created:	2025-10-07
By:	Rani Khlatani (rankhi@bergen.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI7pfOcexVhyz0yhyo7hlTil7NbZDsune

"BCTS Employment MOU 2025" History

-  Document created by Rani Khlatani (rankhi@bergen.org)
2025-10-07 - 7:00:41 PM GMT- IP address: 168.229.254.60
-  Document emailed to Ryan Greff (rgreff1@ramapo.edu) for signature
2025-10-07 - 7:01:08 PM GMT
-  Email viewed by Ryan Greff (rgreff1@ramapo.edu)
2025-10-08 - 8:45:31 PM GMT- IP address: 74.125.210.33
-  Document e-signed by Ryan Greff (rgreff1@ramapo.edu)
Signature Date: 2025-10-09 - 3:42:01 AM GMT - Time Source: server- IP address: 108.5.10.75
-  Agreement completed.
2025-10-09 - 3:42:01 AM GMT



Adobe Acrobat Sign

Memorandum

This memorandum serves as an agreement between the **Workforce Development Board (WDB)** and the **Bergen County Department of Human Services** for a six-month period, from **July 1, 2025 to December 31, 2025**. **Total Funds: \$20,000.**

Purpose:

Administration and Performance Monitoring of the **WFNJ Program**

Responsibilities of Staff:

1. Maintain separate records and accounts for all funds received and disbursed in the administration of the WFNJ contract with Equus Workforce Solutions.
2. Track and report each client's attendance, progress, and program elements.
3. Provide WDB with access to all financial and program records as needed for monitoring, verification of claims, or auditing related to this contract or associated local, state, or federal grants.
4. Ensure compliance to all program elements including: the implementation of appropriate policies and procedures regarding financial management, periodic independent audits, non-discrimination and affirmative action, nepotism, and bonding and insurance.

Responsibilities of WDB:

- Reimburse Bergen County monthly for costs incurred for services provided for previous month.

Narrative

It is understood and agreed that the primary purpose of this memorandum is to support WDB in monitoring the contract with Equus for WFNJ Case Management services and to assist with programmatic or technical support related to program delivery or contracted program deliverables.

Fund Distribution and Source	Amount
WFNJ TANF	\$10,400
WFNJ GA/SNAP	\$9,600
Total	\$20,000

Sincerely,



Tammy Molinelli

WDB Executive Director

AGREEMENT

THIS AGREEMENT made on this 30th day of September, 2025 by and between **BERGEN COUNTY**, a body politic and corporate with administrative offices located One Bergen County Plaza, Hackensack, New Jersey 07601 (the "County") and **THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey organized and existing pursuant to N.J.S.A. 18A:54-1 et seq. with administrative offices located at 540 Farview Avenue, Paramus, New Jersey 07652 ("Bergen Tech" or "Board of Education").

WITNESSETH:

WHEREAS, the Workforce Investment Act of 1998, and its successor legislation, the Workforce Investment and Opportunity Act of 2014 ("WIOA" or "Act") is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy; and

WHEREAS, under WIOA, a local Workforce Development Board ("WDB") acts as a local planning and oversight body responsible for directing federal, state and local workforce development programs within a defined region known as a Workforce Investment Area; and

WHEREAS, the Bergen County WDB was created to represent the Bergen County Workforce Investment Area; and

WHEREAS, the Board of Education has previously served as the fiscal agent for the WDB; and

WHEREAS, as of July 1, 2025, the County will assume the role of fiscal agent for the WDB; and

WHEREAS, pursuant to Section 107(f) of the WIOA, the WDB may hire a director and other staff to assist in carrying out the functions described by Section 107(d) of the Act; and

WHEREAS, the parties have agreed that the Board of Education will provide the County with two of its employees to serve in the capacity of Executive Director and Business Manager of the Workforce Development Board; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. permits, authorizes and encourages governmental entities to enter into agreements with each other to subcontract for the provision of any service which the parties to such agreement are empowered to render under and within their own jurisdiction, whether administrative or otherwise; and

WHEREAS, the County intends to reimburse Bergen Tech for the salaries and

emoluments of the staff members serving in the positions of WDB Executive Director and Business Manager subject to the appropriation and availability of sufficient funding for the term of this Agreement; and

WHEREAS, the parties contemplate that no services shall be otherwise provided pursuant to this Agreement except in accordance with applicable Federal, State and local laws, rules and regulations governing the provision of educational and related services;

NOW, THEREFORE, in accordance with the premises and representations set forth herein, the parties agree as follows:

I. Duration and Cancellation

- A. This Agreement shall commence July 1, 2025 and continue through June 30, 2026, unless otherwise terminated.
- B. This Agreement may be terminated upon thirty (30) days' notice to the other party of its intent to terminate the Agreement. Termination shall also be subject to the provisions of this Agreement with respect to termination in the event of default.

II. Services in General

- A. The Board of Education shall provide the services of its employees to serve in the positions of WDB Executive Director and WDB Business Manager. These individuals shall provide services and perform their obligations hereunder in a manner consistent with all relevant Federal, State and local laws, rules and regulations and in a manner consistent with good business and administrative practices.
- B. The authority and responsibilities of the individuals performing services under this Agreement shall be exercised in accordance with the policies of the Board of Education, the County and the WDB as well as local, State and Federal laws, rules and/or regulations.
- C. The day-to-day work assignments and responsibilities of the Executive Director and Business Manager shall be as assigned by, and at the direction of, the WDB in consultation with the Board of Education and the County. The Executive Director and Business Manager shall make recommendations to the WDB regarding any and all matters relating to the WDB. The WDB shall retain the authority and discretion to accept or reject such recommendations.
- D. Nothing in this Agreement shall be construed as limiting or affecting the parties' responsibilities, authority or functions with respect to their own operations or entities or the responsibilities of the Executive Director and Business Manager performing services under this Agreement to the Board of Education.

III. Salary and Benefit Cost Allocation

- A. The individuals who are assigned to provide services pursuant to this Agreement are employees of the Board of Education. As such, the salaries and benefits for these individuals have been determined by separate employment agreements between them and the Board of Education.
- B. The Board of Education shall be responsible for paying the salary and benefit costs for the individuals performing services under this Agreement. The administration of benefits, determination of employment status and all other record-keeping and related employment functions shall be the responsibility of the Board of Education. The individuals performing services under this Agreement shall be entitled to receive such liability insurance coverage and/or statutory indemnification to the same extent as received by other employees of the Board of Education or as permitted by law.
- C. The County shall reimburse the Board of Education for the salary and benefit costs for the individuals performing services under this Agreement subject to the appropriation and availability of sufficient funding for the term of this Agreement.
- D. The Board of Education shall pay for the travel expenses of its employees pursuant to Board of Education policy. The County shall reimburse the Board of Education for such travel expenses subject to the appropriation and availability of sufficient funding for the term of this Agreement.
- E. The County shall be required to tender the reimbursement required by Section III, Paragraph C herein to the Board of Education in equal monthly payments no less frequently than once per month payable beginning July 1, 2025 and continuing on or before the first day of each month of this Agreement throughout the Term of the Agreement, and any renewal terms, until such time as full reimbursement has been made to the Board of Education. The procedures for reimbursement will be set by the County and all required information must be provided by the Board of Education to secure reimbursement.

IV. Assessment of Performance

- A. The parties acknowledge that the individuals performing services under this Agreement are employees of the Board of Education and that the Board of Education retains full legal authority over these individuals as their employer. Nothing contained herein shall constitute or be construed as creating any employer-employee relationship between the employees of the Board of Education and the County or the WDB.
- B. The individuals providing services under this Agreement are subject to the exclusive supervision and authority of the Board of Education. The Board of Education shall, therefore, evaluate the performance of these individuals in accordance with all applicable statutory requirements.
- C. In evaluating the performance of the WDB Executive Director as provided above, the Board of Education shall consider written input from the County and the Workforce

Development Board and may incorporate such written input with respect to the performance of the WDB Executive Director into any written evaluations of performance.

- D. In evaluating the performance of the WDB Business Manager as provided above, the Board of Education shall consider written input from the County and the Workforce Development Board and may incorporate such written input with respect to the performance of the WDB Business Manager into any written evaluations of performance.
- E. If, the Board of Education and the County shall conclude that the Executive Director's and/or Business Manager's performance has been inadequate, such assessment will be considered a default under this Agreement and will entitle either party to terminate this Agreement upon notice as set forth in Section I, herein.

V. Miscellaneous

- A. This Agreement may be assigned only upon the mutual written agreement of the parties hereto. The terms of this Agreement shall be binding upon all transferees, successors, or assigns as though they were originally named as parties to this Agreement.
- B. If any single part or provision of this Agreement is found to be null and void, unenforceable, or is otherwise stricken, the remainder of this Agreement shall remain in full force and effect.
- C. The recitals of this Agreement are material provisions of this Agreement and are incorporated herein by reference.

VI. Amendments to Agreement

This Agreement may be renewed or amended from time to time by agreement of the parties in the same manner as this Agreement was originally authorized and approved. Amendments to this Agreement shall become effective immediately upon execution by the last (in time) of the parties to this Agreement.

VII. Limitations of Agreement

All terms, conditions and covenants contained in this Agreement are expressly limited by and subject to the WIOA and its implementing regulations and any other applicable local, state, and federal rules and regulations. In the event there shall be deemed to be any inconsistency between the terms of this Agreement and the terms of the WIOA or any other law, the terms of the WIOA or any other law shall prevail. In the event of any partial invalidity or unenforceability of any of the provisions of this Agreement, the same shall not affect the validity or enforceability of the remaining terms of this Agreement.

VIII. Notices

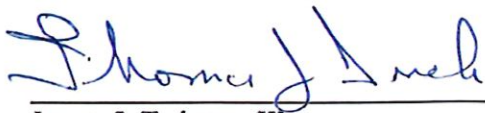
- A. All notices, requests, and/or approvals required or permitted under this Agreement shall be in writing and shall be deposited in the United States mail, postage prepaid, via hand delivery, or via overnight courier.
- B. If intended for the Board of Education, such correspondence is to be sent to John Susino, School Business Administrator/Board Secretary, Board of Education of the Vocational Schools in the County of Bergen, 540 Farview Avenue, Paramus, New Jersey 07652.
- C. If intended for the County, such correspondence is to be sent to the Office of County Counsel, Bergen County, One Bergen County Plaza, Hackensack, New Jersey 07601.

IX. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

X. Acknowledgments

The following individuals are authorized and approved to execute this Agreement and execute and enter into the same on behalf of and as the act of their respective employers and/or entities.



James J. Tedesco, III,
Bergen County Executive ☐ (or)
Thomas J. Duch, Esq., County
Counsel/County Administrator ☒

09/17/2025

Date:



William Connelly, President
Board of Education of the Vocational
Schools in the County of Bergen

John Susino, School Business Administrator

9/17/25
Date:



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1275-25

Agenda: 9/30/2025

Administration & Finance/Budget & Capital Planning

Meeting Date: 9/30/2025

Purpose: To enter agreement with BCTS to reimburse salaries for WDB employees from grant funding

Dollar Amount: TBD

Budget Year: 2025

Contract Basis: Other

Account: TBD

Name: Board of Education of the Vocational Schools ("BCTS")

Address: 540 Fairview Avenue, Paramus, NJ 07652

Prepared By: JK

Sponsored by County Commissioner Silna Zur, seconded by Chairwoman Amoroso, and passed by the following vote:

Yes: 6 - Chairwoman Amoroso, Vice Chairman Tanelli, Chairwoman Pro Tempore Voss, County Commissioner Marte, County Commissioner Ortiz, and County Commissioner Silna Zur

Absent: 1 - County Commissioner Sullivan

I, Lara Pollitt, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1275-25, passed by the BOARD OF COUNTY COMMISSIONERS on 9/30/2025.

Attest:

Lara Pollitt



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1275-25

Agenda: 9/30/2025

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, the Workforce Investment Act of 1998, and its successor legislation, the Workforce Investment and Opportunity Act of 2014 ("WIOA") is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employees with the skilled workers they need to compete in the global economy; and

WHEREAS, under WIOA, a local Workforce Development Board ("WDB") acts as a local planning and oversight body responsible for directing federal, state and local workforce development programs within a defined region known as the Workforce Investment Area; and

WHEREAS, the Bergen County WDB was created to represent the Bergen County Workforce Investment Area; and

WHEREAS, BCTS previously served as the fiscal agent for the WDB; and

WHEREAS, as of July 1, 2025, the County assumed the role of fiscal agent for the WDB; and

WHEREAS, pursuant to Section 107(f) of the WIOA, the WDB may hire a director and other staff to assist in carrying out the functions described by Section 107(d) of the Act; and

WHEREAS, the parties have agreed that BCTS will provide the County with two of its employees to serve in the capacity of Executive Director and Business Manager of the WDB; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. permits, authorizes and encourages governmental entities to enter into agreements with each other to subcontract for the provision of any service which the parties to such agreement are empowered to render under and within their own jurisdiction, where administrative or otherwise; and

WHEREAS, the County will reimburse BCTS the salaries of the Executive Director and Business Manager for a period of one (1) year from July 1, 2025 to June 30, 2026 in twelve (12) monthly payments with grant funding; and

NOW, THEREFORE, BE IT RESOLVED, upon the recommendation of Bergen County Executive and Bergen County Board of Commissioners that:

1. The County of Bergen is hereby authorized to enter into an agreement with BCTS to

reimburse BCTS for the salaries and emoluments of the staff members serving in the positions of WDB Executive Director and Business Manager subject to the appropriation and availability of sufficient grant funding from July 1, 2025 to June 30, 2026 to serve the needs of the Bergen County Workforce Investment Area.

2. That the County Executive or his designee be and is hereby authorized to execute the aforesaid agreement and any other related documents necessary to effectuate the intent and purpose of the agreement in a form to be approved by County Counsel.