

MEMORANDUM OF AGREEMENT

BETWEEN

NEW JERSEY FUTURE (“NJF”)

AND

_____ (“TOWN”)

To

Place a Local Recovery Planning Manager in the Town to provide direct and ongoing assistance to help the municipality develop and implement effective long term recovery and resiliency strategies

Background and History

The Town and its neighboring communities suffered major devastation as a result of Super-storm Sandy that struck the area on October 29, 2012. In response to the storm, the federal government began implementing recovery and rebuilding efforts through its [National Disaster Recovery Framework](#). The National Disaster Recovery Framework identifies “local disaster recovery managers” as an integral component of the recovery and rebuilding process. The manager serves as a town’s liaison to the state and federal support structure.

FEMA proposed that NJF should develop a local disaster recovery manager network as quickly as possible. This network is specifically intended to provide direct assistance to municipalities as they strive to recover from storm damage and, in addition, help ensure that rebuilding occurs in a manner that anticipates and responds to future storm events and sea level rise and helps the community become more resistant to damage from such events and more sustainable for future generations.

NJF secured private foundation funding to enable hiring Recovery Planning Managers (“Managers”) that could be assigned to specific towns. Priority would be assigned to towns that experienced extensive damage from the storm and that have small municipal staffs with limited in-house capacity to seek out, apply for and administer federal and state funding and manage the recovery and rebuilding process, including the planning and community engagement that is necessary to address future storm events.

The Town passed a municipal resolution on _____ 2013 requesting that NJF provide a Manager to work with the municipality to provide direct, ongoing assistance to help municipal staff develop and implement its long-term recovery and rebuilding process as quickly as possible and authorizing _____ to enter into appropriate agreements with NJF formalizing the arrangement.

Scope of Services

1. Point of Contact:

The Town shall designate a Project Representative who shall be the Local Recovery Planning Manager’s point of contact. The project representative will be responsible to introduce and arrange access for the Local Recovery Planning Manager to local officials, municipal staff, key residents and any other parties in the municipality who can provide firsthand knowledge of and/or may be involved with the recovery issues that the Town is facing and any and all efforts planned or underway to respond to these issues. The Project Representative will also provide access to data and documents the Town may possess that are pertinent to response, recovery and mitigation efforts. The Town’s Project Representative will be _____ and can be contacted at _____.

2. Manager

NJF shall assign a Local Planning Manager to the Town. The Town will provide the Manager with a suitable office work environment for conducting business. NJF will pay the manager's salary and travel expenses. The Town understands that the Manager will not be an employee of the Town or dedicated full-time to the Town. The Manager may, for example, be responsible to work with neighboring municipalities to address issues of common interest or to participate in other efforts relating to the establishment of the recovery manager network. Where such circumstances would arise, the Local Recovery Planning Manager will confer with the Project Representative so that all parties are aware of the anticipated work schedule.

3. Detailed work scope

Following site visits and detailed assessment of the recovery issues the Town is facing; interviews with the Project Representative, local officials, municipal staff, key residents and any other pertinent parties; and review of all relevant data and documents, the Local Recovery Planning Manager will draft a scope of work that will describe the tasks to be performed and provide an anticipated project schedule. Once completed and agreed to by the parties, the detailed work scope shall be incorporated as part of this agreement.

4. Term of engagement

NJF has received funding to pay the Local Recovery Planning Manager's salary and travel costs. Currently, NJF has sufficient funding to pay these costs for a period of up to 18 months. NJF is presently seeking funds to defray these costs for a period of up to 3 years. Consequently, the term of engagement shall be up to 18 months following the date of execution of this agreement by both parties. Should NJF receive additional funding the term of engagement will be extended, subject to the agreement of the parties, for a period of time during which NJF can continue to pay the costs of Local Recovery Planning Manager.

5. Hold harmless

The Town agrees that neither the Local Recovery Planning Manager nor NJF are liable for any acts, omissions, statements, alternatives or proposals developed through this deliberative work, and that the Town expressly agrees to hold the Local Recovery Planning Manager and New Jersey Future harmless from any and all suits, causes of actions or harm that could possibly be said to have arisen from the work of the Local Recovery Planning Manager and New Jersey Future, as well as for property damage and bodily injury caused by negligence. The Town further represents that it has the type of insurance coverage, in an adequate amount, to so hold harmless and indemnify the Local Recovery Planning Manager and New Jersey Future in case of such an occurrence, including libel and slander and other arguably intentional acts, as well as negligence.

6. Termination of agreement

It is understood that the Local Recovery Planning Manager will be working with the Town based on a voluntary agreement of the parties and at no cost to the municipality for the salary and travel costs of the Recovery Planning Manager. This agreement may be terminated at any time upon the written request of either of the parties upon at least 30 day notice.

7. Responsibilities of NJF

NJF will be responsible to designate a program manager who will be responsible for management and oversight of the Local Recovery Planning Managers. NJF will also be responsible for the development of the detailed work scope described in paragraph 3, above

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and to review the scope with the Town's Project Representative. Following completion of the detailed work scope NJF will provide the services of the Local Recovery Planning Manager who will work with the Town to provide direct and ongoing assistance to help the municipality develop and implement its long term recovery strategies in accordance with the term of engagement described in paragraph 4, above.

Agreed to and accepted by:

Town of _____

Name *Title*

Signature *Date*

New Jersey Future

Peter Kasabach, Executive Director Date