

Shared Services Agreement for Public Health Services

between the

County of Passaic

and

Township of West Milford

Prepared by:

The Office of the Passaic County Administrator
401 Grand Street, Room 205
Paterson, New Jersey 07505
Phone: (973) 881-4405
Fax: (973) 881-2853

THIS AGREEMENT, made on this _____ day of _____ 2019 between the:

County of Passaic (hereafter “County”) with its principal place of business at 401 Grand Street, Paterson, New Jersey 07505

-AND-

Township of West Milford (hereafter “Township” or “West Milford”) with its principal place of business at 1480 Union Valley Road, West Milford, NJ 07480

WITNESSETH

WHEREAS, N.J.S.A. 40A:65-1, *et seq.*, also known as the Uniform Shared Services and Consolidation Act (“Act”) promotes the broad use of shared services to reduce local expenses funded by property taxpayers; and

WHEREAS, the Township desires to contract with the County for the furnishing of health services as set forth in N.J.S.A. 26:3A2-1, *et seq.*; and

NOW, THEREFORE, in consideration of the mutual terms herein, the County and Township agree as follows:

1. **Schedule of Services and Fees.** The County shall set for the services set forth in the attached Appendix A for a total cost to the Township as follows:

October 1, 2019 to September 30, 2020	-	\$115,000.00
October 1, 2020 to September 30, 2021	-	\$117,300.00
October 1, 2021 to September 30, 2022	-	\$119,646.00
October 1, 2022 to September 30, 2023	-	\$122,038.92
October 1, 2023 to September 30, 2024	-	\$124,479.70

Any appearances at public meetings or other Township functions not state herein shall be billed by the County at a rate of sixty five dollars (\$65.00)/per hour.

2. **Payments.** Payments from the Township to the County shall be made on a quarterly basis in the following manner: October 15, February 15, June 15, and September 15 of each year of the agreement.
3. **Designation of Health Officer.** The Township will designate the Health Officer of the County as its Municipal Health Officer. By contracting with the County the Township is appointing the County as its Public Health Agency as required by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey pursuant to N.J.A.C. 8:52.
4. **Enforcement.** The County Health Officer shall be the enforcement agent of the Township for the Sanitary Laws for the State of New Jersey and for Ordinances adopted by the Township. The Health Officer shall be available to review proposed Ordinances by the Township prior to their effective date and within the scope and purview of the Health Officer’s license.
5. **Fees.** The County will collect any fees associated with fines levied pursuant to the laws of the State of New Jersey, County, and Township, and process payment to the Township. Any fees collected shall be subject to a revenue sharing agreement, whereby the County shall retain twenty percent (20%) of the fine collected and the Township eighty percent (80%), less any administrative costs incurred by the County.
6. **Required Court Appearances.** The County shall provide the appropriate personnel to appear in the appropriate court of jurisdiction to prosecute any violations of the public health laws of the Township, County, and State of New Jersey, as set forth herein.
7. **Supervision.** The Health Officer of the County shall direct and supervise all public health activities and employees engaged in public health activities of the Township pursuant to N.J.A.C. 8:52.
8. **Public Health Staff.** Any employee of the Township tasked with public health related duties are required to inform the County in a timely fashion of all emergencies, including but not limited to the spread of communicable diseases or natural disasters, to the Health Officer of the County or his/her designee.

9. **Hold Harmless.** Except for acts of gross negligence, deliberate or criminal actions of the County, its officers, agents, servants, and employees, the Township shall defend, indemnify, protect and hold harmless the County, its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error, or omission of the Township, its consultants, contractors, agents, servants and employees, including, but not limited to, expenditures for investigation, legal defense and/or judgment. Any health related function or activity not within the scope of the Health Officer license shall be the sole responsibility of the Township and the Township shall indemnify and hold harmless the County from any such activity.
10. **State and Federal Aid.** State or Federal grants received by the County shall be shared pro rata to the population of the Township. The County shall take the appropriate steps to apply for and attempt to secure outside funding for both the County and the Township.
11. **Miscellaneous.** It is the Township's sole responsibility, including all expenses, to provide a Qualified Secretary/Registrar, Animal Control Officer, physician services, Registered Environmental Health Specialists, and, public health laboratory services. Additionally, the County reserves the right to sub-contract the terms of the services listed herein if the County's licensed Health Officer leaves the employ of the County.
12. **Term.** This Agreement shall commence on October 1, 2019 through September 30, 2024 for a term of five (5) years. The Township shall retain one (1) five (5) year option to extend the agreement, with a two percent (2.00%) yearly increase.
13. **Termination.** This Agreement will continue in effect on the terms and conditions provided herein and shall continue unless and until: (1) the term is completed; or (2) the agreement is terminated, with or without cause, with one hundred and twenty (120) days written notice at any time, with proof of delivery, on either Party.

IN WITNESS WHEREOF, the County and Township have caused this Agreement to be signed, pursuant to the duly adopted resolutions of their governing bodies, passed for that purpose.

Attest:

COUNTY OF PASSAIC

Louis I. Imhof
Clerk, Board of Chosen Freeholders

John W. Bartlett
Director, Board of Chosen Freeholders

As to form and legality:

Michael Glovin, Esq.
Passaic County Counsel

Attest:

TOWNSHIP OF WEST MILFORD

Diane Curcio
Acting Municipal Clerk

Michele Dale
Mayor, Township of West Milford

APPENDIX A

Programmatic Proposal for Public Health Services

The County shall furnish the following local health services to the Township:

- A. Administration of Public Health Activities.** Provision of a licensed Health Officer who shall: ensure compliance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey; enforce state and local public health regulations, and all relevant current and future West Milford Township Ordinances; supervise and manage public health personnel; complete annual reports or other documents as authorized and required by the NJ Department of Health; prepare and exercise plans relative to public health emergencies; provide guidance to the Board of Health, and assist with review of any proposed local public health ordinances. The Health Officer or his/her designee shall attend Board of Health meetings, attend any required state public health conferences or meetings, and attend the Governmental Public Health Partnership meetings. Additionally, the Health Officer will be available to the Township on an as-needed basis and will periodically be in the Township to review health activities and meet with Township officials.
- B. Health Education & Promotion.** Provision of a certified Health Educator to plan, implement, and evaluate health education programs and/or interventions at various venues in accordance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of health in New Jersey in areas such as: alcohol and drug abuse control; smoking prevention and cessation; nutrition; injury control; physical fitness and exercise; emergency preparedness; chronic disease (diabetes, cardiovascular, cancer; and communicable disease control.
- C. Public Health Emergency Response & Preparedness.** Provision and implementation of public health emergency preparedness plans relative to mass immunization/medication clinics, quarantine, bioterrorism, other hazards, and is indicated in the Recipient's emergency management plans. The Township of West Milford agrees to provide the necessary staff including Township employees and/or volunteers to assist in developing and implementing the plans referenced in this section.
- D. Public Health Nursing, Communicable Disease, and Adult Health Services.** Provision of public health nursing coverage supervision in accordance with N.J.A.C. 8:52. Public Health Standards of Performance for Local Boards of Health in New Jersey, Appendix, Programmatic Guidelines for Best Practices, Public Health Nursing, provision of public health nursing coverage as indicated in appendices 2, 3, 4, and 5. The Public Health Nurse (hereafter "PHN") will be on site in the Township for all or portions of three (3) days per week, at a mutually agreeable time between the County and Township. The PHN hours can be adjusted based on the needs of the Township.
- E. Occupational Health Services.** Provision of an occupational health program in compliance with Public Health Practice Standards of Performance, Appendix Section 1.