

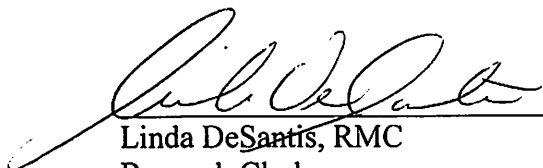
**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL
OF THE BOROUGH OF MOUNT ARLINGTON, IN THE
COUNTY OF MORRIS, NEW JERSEY, AUTHORIZING
EXECUTION OF AN INTERLOCAL HEALTH SERVICE AGREEMENT
BETWEEN THE BOROUGH OF MOUNT ARLINGTON
AND THE TOWNSHIP OF MOUNT OLIVE**

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Borough Board of Health, the Mayor and Borough Clerk are authorized to execute an Interlocal Health Service Agreement between the Borough of Mount Arlington and the Township of Mount Olive.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the terms of the Interlocal Health Service Agreement are for a period of one year each, for the years 2011, 2012 and 2013, commencing on January 1 and terminating on December 31 of each named year.

This Resolution shall take effect immediately.

I hereby certify this to be an accurate and true resolution as approved by the Mayor and Borough Council at a Meeting held on September 7, 2010.


Linda DeSantis, RMC
Borough Clerk

INTERLOCAL HEALTH SERVICE AGREEMENT

THIS CONTRACT, made on this 1st day of January 2011, **BETWEEN**,

THE TOWNSHIP OF MOUNT OLIVE, a municipal corporation of the State of New Jersey, whose business offices are located at 204 Flanders Drakes town Road, Mt. Olive, Budd Lake, NJ 07828, and which shall hereinafter be referred to as the "Provider",

AND,

THE BOARD OF HEALTH OF THE BOROUGH OF MOUNT ARLINGTON, whose business offices are located at 419 Howard Boulevard, Mount Arlington NJ, 07856, referred to as the "Recipient".

WITNESSETH:

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

NOW, THEREFORE, in consideration of the mutual covenant and terms herein contained, the parties agree as follows:

1. The Provider shall provide and deliver the services of a property licensed full-time Health Officer, Public Health Nurse Supervisor, Public Health Nurse, Health Educator, and Registered Environmental Health Specialist together with such other properly trained and experienced personnel as may be required, necessary or prudent, to carry out and discharge both within and without the territorial jurisdiction of the Recipient, public health activities as required by the Recognized Public Health Activities and Minimum Standards of Performance for Local Health Departments in New Jersey, together with any additional necessary public health activities furnished by the Provider to the Recipient, except those hereinafter specifically exempted or conditioned as being furnished by Recipient individually. The minimum standards of performance required under the terms of this agreement shall be in accordance with N.J.S.A. 26:3A2-1, et seq. and N.J.A.C. 8:52-1.1, et seq.
2. Recipient will designate the licensed Health Officer of the Provider as full-time Health Officer of Recipient. The Health Officer shall plan, organize and direct environmental and personal health activities and health department personnel of both the Provider and the Recipient within the territorial jurisdiction of the Recipient to meet the requirements of N.J.A.C. 8:52-1.1, et. seq. and shall advise and assist the Board of Health with respect to violations of statutes and ordinances relating to public health and obtaining compliance with the law. The Health Officer of the Provider shall meet regularly with key individuals of the Recipient and other municipal officials to assure that a coordinated effort is in place and that identifies and addresses local health needs. The licensed Health Officer of the Provider shall

attend a minimum four (4) Board of Health Meetings of Recipient each year, if requested by Recipient. In the event the Licensed Health Officer is unavailable, he shall designate a qualified member of his staff to attend the meeting.

3. Recipient shall provide the following health services or personnel, at its expense:
- (A) Qualified Secretary/Registrar;
 - (B) Animal Control Officer;

The Recipient's Secretary shall work in accordance with the schedule established by the Recipient and the Health Officer. The above named individuals shall assist the Health Officer in administering the health activities and programs. The Recipient shall also supply sufficient office space, necessary stationary, first aid medical supplies, chemical supplies, public health laboratory services and miscellaneous office supplies attributable to the activities within the territorial jurisdiction of the Recipient.

4. The Provider shall provide the services and properly licensed personnel herein referenced based on the following scheduled costs during the term of this Contract:

	<u>2011</u>	<u>2012</u>	<u>2013</u>
(A) i. Administration Health Officer	\$10,457.00	\$10,657.00	\$10,657.00
ii. Registered Environmental Health Specialist:	\$14,053.00	\$14,553.00	\$14,953.00
iii. Public Health Nurse:	\$ 9,312.00	\$ 9,458.00	\$ 9,925.00
iv. Health Education (Included in Administrative Cost)			
TOTAL:	<u>\$ 33,822.00</u>	<u>\$ 34,668.00</u>	<u>\$ 35,535.00</u>

PAYMENT SCHEDULE

	<u>2011</u>
1 ST Quarter: January 1, 2011 to March 31, 2011	\$ 8,455.50
2 ND Quarter: April 1, 2011 to June 30, 2011	\$ 8,455.50
3 RD Quarter: July 1, 2011 to September 30, 2011	\$ 8,455.50
4 th Quarter: October 1, 2011 to December 31, 2011	\$ 8,455.50

2012

1 ST Quarter:	January 1, 2012 to March 31, 2012	\$ 8,667.00
2 ND Quarter:	April 1, 2012 to June 30, 2012	\$ 8,667.00
3 RD Quarter:	July 1, 2012 to September 30, 2012	\$ 8,667.00
4 th Quarter:	October 1, 2012 to December 31, 2012	\$ 8,667.00

2013

1 st Quarter:	January 1, 2013 to March 31, 2013	\$ 8,883.75
2 nd Quarter:	April 1, 2013 to June 30, 2013	\$ 8,883.75
3 rd Quarter:	July 1, 2013 to September 30, 2013	\$ 8,883.75
4 th Quarter:	October 1, 2013 to December 31, 2013	\$ 8,883.75

The above is to include Provider's Administrative costs, i.e., mileage, insurance, pension, auditing and legal fees; and some secretarial services.

(B) The Provider shall supply the services of a Health Officer or his designee to respond to all emergencies or disaster situations as identified in the Recipient's Emergency Operations Plan. The Recipient shall identify the Provider as the lead public health agency in the Public Health Annex of the Recipient's Emergency Operations Plan. The Health Officer or his designee shall be capable of a response time within two hours of notification from the Emergency Management Coordinator the aforementioned designee of the Health Officer must be approved by the Recipient.

(C) The Provider shall supply a registered Environmental Health Specialist (10 hours per week) and a Public Health Nurse (2.5 hours per week) to deliver environmental and public health services as required by the State of New Jersey Department of Health, Minimum Standards of performance for Local Boards of Health, and additional environmental and personal health responsibilities as required by the Recipient Board of Health.

Should it become necessary for the Provider to provide a Registered Environmental Health Specialist or Public Health Nurse beyond the above stipulated hours to fulfill the terms of this contract the Provider will bill, and the Recipient agrees to pay, for said excess Registered Environmental Health Specialist or Public Health Nurse at the rate of \$49.79 per hour, for Registered Environmental Health Specialist and/or \$ 39.00 per hour for Public Health Nurse.

(D) The Provider shall not be responsible for providing Registered Environmental Health Specialist or Public Health Nurse services for benefit days offered the Provider's employees (i.e., vacation and sick days) for periods not exceeding three weeks in any given contract year. During these periods the Provider will cover the Recipient on a limited basis to insure non-disruption of health services.

(E) All animal control operating expenses, including animal control officer, veterinarians,

vaccines, equipment, supplies, sheltering shall be provided by the Recipient as written in N.J.S.A. 4:19, et seq. and 26:4-78, et seq.

5. Powers of the Recipient: The Recipient shall exercise its statutory health area control over the Health Officer and Health Department staff, but the administrative control of the contracted health services shall be vested entirely in the Provider subject to lawful direction and policy formulation determined by the Recipient.
6. State and Federal Aid: State or Federal grants received by the Provider in connection with services rendered pursuant to this agreement shall be shared prop rata to the population of the Recipient and the Provider and all other recipients of the provider services in the cases of per capita aid and in proportion to the services provided with respect to categorical aid. The Provider shall take appropriate steps to apply for and attempt to secure State Health Aid for both the Provider and Recipient. Provider shall notify Recipient within fourteen (14) days of the Provider's receipt of notice of the award of such aid.
7. The Recipient shall pay the Provider on a quarterly basis throughout the term of this contract based on the schedule provided in Section 4A of the contract.
8. The Recipient shall be responsible for the collection of and shall retain all license fees, permit fees and other fees obtained within its territorial jurisdiction.
9. The Provider shall furnish the Recipient with a Certificate of Insurance which shall clearly show that policies with at least the following limits of liability are in effect. General liability-\$5,000,000.00 per occurrence; \$5,000,000.00 Aggregate Automobile - \$5,000,000.00; Combined single limit; and Public Official's Liability coverage - \$2,000,000.00. It shall be the responsibility of the Provider to provide complete Worker's Compensation Insurance coverage for all employees engaged in rendering services to the Recipient. The Certificate of Insurance must clearly indicate that the Recipient has been named as an additional insured on all of the Provider's Liability policies and shall contain a 30 day prior written notice of cancellation to the Recipient. The Provider's Certificate of Insurance is to be furnished to the Recipient upon execution of this Agreement.
10. The Provider agrees to indemnify and save harmless the Recipient, its officers, employees and agents, and each and every one of them, against and from all claims, suits, costs, expenses, fees (including reasonable legal fees), and from all damages of every kind and description by reason of the injury or death or any person or persons, or by reason of property damage to any property which arises from or in any manner grows out of the negligent acts, errors or omissions of the Provider, or its officers, agents or employees engaged in the performance of this Agreement. The Provider specifically agrees that this obligation to indemnify and hold the Recipient harmless shall include the responsibility to reimburse the Recipient for any and all costs,

expenses, fees (including reasonable legal fees in defense of any claim) and all damages of every kind and description which may arise out of or relate to the Provider's negligent acts, errors or omissions relative to the performance of this Agreement.

11. This agreement shall be for a period of (3) years commencing on the 1st day of January 2011 and terminate on the 31st day of December 2013, unless extended or renegotiated to the mutual satisfaction of both parties prior to that date.
12. Termination: Either party may terminate this contract by giving six months (180 days) notice in writing, delivered to the Recipient at the Municipal Building, Mount Arlington, New Jersey and to the Provider at the Municipal Building, Mount Olive, New Jersey.

ATTEST:

GOVERNING BODY
MOUNT OLIVE TOWNSHIP

GOVERNING BODY
BOROUGH OF MOUNT ARLINGTON

By:

David Scapicchio, Mayor

Raymond Perkins, BOH Chairperson

Frank P. Wilpert, Health Officer

Joann Lepre, BOH, Secretary

Arthur R. Ondish, Mayor

Linda J. Tuorinsky

Linda Tuorinsky, BOH Chairperson

P. Simari

Patricia E. Simari, Admin. BOH

ATTEST:

Lisa Lashway, Township Clerk

Linda De Santis, Borough Clerk