

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL
OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY
OF MORRIS, NEW JERSEY, AUTHORIZING AN INTERLOCAL HEALTH
SERVICES AGREEMENT WITH THE TOWNSHIP OF MOUNT OLIVE FOR
CERTAIN HEALTH SERVICES FOR THE YEARS 2017 THROUGH 2019**

WHEREAS, the Board of Health of the Borough of Mount Arlington wishes to enter into a contract for certain health services to be provided by the Township of Mount Olive; and

WHEREAS, N.J.S.A. 40:8A-3 provides that an autonomous board established within a single local unit may become a party to such a contract with the consent of the governing body of the local unit, which consent shall be expressed by resolution; and

WHEREAS, the Borough Council of the Borough of Mount Arlington wishes to consent to the execution of an Agreement between the Mount Arlington Board of Health and the Township of Mount Olive.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, as follows:

1. The Borough Council hereby consents to the execution of an interlocal health services Agreement between the Board of Health of the Borough of Mount Arlington and the Township of Mount Olive for the years 2017 through 2019. The total costs associated with said Agreement are:

2017	\$38,464
2018	\$39,233
2019	\$40,018

2. The Board of Health has authorized execution of said Agreement.
3. The Borough Clerk and the Secretary of the Board of Health are directed to retain on file in their respective offices in the Municipal Building of the Borough copies of said Agreement for inspection by the public in accordance with law.

This Resolution shall take effect immediately.

I hereby certify this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington, and adopted on September 13, 2016.



Linda DeSantis, RMC
Borough Clerk

**UNIFORM SHARED SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF MOUNT ARLINGTON
AND
THE TOWNSHIP OF MOUNT OLIVE
FOR LOCAL PUBLIC HEALTH SERVICES**

Pursuant to the provisions of the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.*, the entities indentified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the **BOROUGH OF MOUNT ARLINGTON** (herein after, the **Recipient**) having offices located at 419 Howard Boulevard, Mount Arlington, NJ 07856 and the **TOWNSHIP OF MOUNT OLIVE** (herein after, the **Provider**) having offices located at 204 Flanders-Drakestown Road, Budd Lake, NJ 07828 entered into on this _____ day of _____, 20_____.

THIS AGREEMENT, pursuant to the provisions of the *Local Health Services Act, N.J.S.A. 36:3A2-1 et seq.*, shall be for the purpose of ensuring a public health program in accordance with *N.J.S.A. 26:1A-15, N.J.S.A. 26:3A2-1, et seq., N.J.S.A. 40:8A-1, et seq.*, and *N.J.A.C. 8:52-2.1, et seq.*, and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

The purpose of this **Agreement** is for delivery of public health services.

THIS AGREEMENT shall adhere to all applicable local ordinances.

A. ADMINISTRATION:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to assure that provision of core public health services, along with any elected services, meet the standards set forth in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.
4. The Health Officer shall assess public health needs and plan, organize and implement public health activities within the Recipient municipality.

5. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*, N.J.A.C. 8:52, within the Recipient municipality.
6. The Health Officer shall lead the investigation of and public health response to all emergencies, disasters and/or hazardous situations within the Recipient's municipality.
7. The Provider and its Health Officer shall respond 24/7/365 with a 3-by-3 redundancy/back-up (3 staff with 3 means of contact) for all emergencies, disasters and/or hazardous situations.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others, as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth in *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*, N.J.A.C. 8:52, and *Licensure of Persons for Public Health Positions*, N.J.A.C. 8:7.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer shall attend regular and special meetings of the Recipient's Board of Health.
15. The Health Officer shall provide the Recipient and its Board of Health with monthly performance and activity reports.

16. The Health Officer shall provide the Recipient and its Board of Health with an annual report at the close of the calendar year.

B. SERVICES:

1. The Provider shall provide the following services during the established normal business hours of the Provider:
 - a. Health Officer Services consistent with **A. Administration** above.
 - b. Public Health Nursing Services as outlined in *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.
 - c. Health Education Services consistent with the Provider's health education plan.
 - d. Registered Environmental Health Services as outlined in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.
2. The Recipient shall provide the following services during the established normal business hours of the Recipient:
 - a. Clerical, reception, accounting and human resource services.
 - b. Issuance of all birth, death and marriage certificates and certified copies and all other Vital Statistic services in accordance with *N.J.A.C. 26:8-1 et seq.*
 - c. Animal Control Services in accordance with the New Jersey Department of Health, Office of Animal Welfare's *Municipal Animal Control in New Jersey Best Practices May 2015* and as updated.

C. PUBLIC HEALTH PRIORITY FUNDING:

1. The Provider's Health Officer shall assume responsibility and complete in a timely manner the annual Public Health Priority Funding Application, if eligible.
2. Public Health Priority Funding received by the Provider shall be used to support and provide a public health program meeting State standards to the Provider's jurisdiction, including the Recipient's municipality.

D. INDEMNIFICATION:

1. In addition to the other rights and remedies of the parties herein, the Recipient agrees to indemnify and hold harmless the Provider, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the

negligent acts or omissions by the Recipient's personnel arising out of this Agreement or any of the obligations assumed by the Recipient hereunder, provided it is determined by a court having the appropriate jurisdiction that the Recipient is solely responsible for such liability. In the event it is determined by a court that the Recipient is not solely responsible for said liability, the Recipient's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Recipient. The Recipient, upon notice from the Provider, shall resist and defend, at the expense of the Recipient, such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Provider may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Recipient's obligation under this paragraph.

2. In addition to the other rights and remedies of the parties herein, the Provider agrees to indemnify and hold harmless the Recipient, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Provider arising out of this Agreement or any of the obligations assumed by the Provider hereunder, provided it is determined by a court having the appropriate jurisdiction that the Provider is solely responsible for such liability. In the event it is determined by a court that the Provider is not solely responsible for said liability, the Provider's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Provider. The Provider, upon notice from the Recipient, shall resist and defend, at the expense of the Provider, such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Recipient may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Provider's obligation under this paragraph.

E. INSURANCE:

1. The Recipient will keep in force, at its expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with a County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by the Provider.
2. The Recipient shall provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverage: 1) Operation, 2) Use of Independent Contractors and/or Subcontractors, 3) Products and Completed Operations, 4) Broad Form Contractual, and 5) Broad Form Property Endorsement.
3. Each Certificate or policy shall require that a thirty (30) day notice shall be given to the Provider by certified and return receipt mail, if any policy or any individual coverage is

altered or cancelled. All such notices shall name the Provider and identify the Agreement or municipal contract number if applicable.

4. Certificates of Insurance shall be delivered to the Provider, prior to the commencement of this Agreement, and all Certificates of Insurance shall state that the "Township of Mount Olive and the Mount Olive Board of Health are additional insured" for this Agreement.
5. The insurance required under this section shall protect the Recipient and all subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Recipient and also against any of the special hazards which may be encountered in the performance of this Agreement.
6. All policies and Certificates of Insurance shall be approved by the parties prior to the inception of any work under this Agreement.

F. FINANCIAL TERMS:

1. The total cost of this Agreement is **\$38,464.00** for the calendar year 2017. A payment of **\$9,616.00** is due quarterly upon invoice from the Provider.
2. The total cost of this Agreement is **\$39,233.00** for the calendar year 2018. A payment of **\$9,808.25** is due quarterly upon invoice from the Provider.
3. The total cost of this Agreement is **\$40,018.00** for the calendar year 2019. A payment of **\$10,004.50** is due quarterly upon invoice from the Provider.
4. Services provided outside of the Provider's normal business hours, with the exception of a declared public health emergency, will be billed at a rate of \$65.00 per hour and will be included in the monthly invoices as noted above.

G. DURATION:

The terms of this Agreement shall be for a minimum of two (2) years. This Agreement is effective beginning on the **1st** day of **January 2017** and ends on the **31st** day of **December 2019**.

H. EXTENSION OF TIME:

The terms of this Agreement shall be automatically extended for successive two (2) year periods unless renegotiated or terminated by either party.

I. TERMINATION:

In accordance with the provisions set forth at *N.J.S.A. 26:3A2-12*, either party may terminate this Agreement by participation of not less than two (2) years, by providing six (6) months advance written notification declaring its intention to withdraw by certified copy setting forth the date of withdrawal. Such notification shall be via first class United States Postal Service certified and return receipt mail.

J. COPY:

1. The Provider will submit a copy of this Agreement to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360.
2. Pursuant to the provisions set forth at *N.J.S.A. 40A:65-4(b)* a copy of this fully executed Agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, NJ 08625-0803.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this seven (7) page Agreement on its behalf on this _____ day of _____, 20____

ATTEST: BOROUGH OF MOUNT ARLINGTON

Linda DeSantis, Municipal Clerk

By: _____
Michael Stanzilis, Mayor

Christopher W. Anderson, B.O.H. Chair

Dated: _____

Carolyn Rinaldi, Business Administrator

ATTEST: TOWNSHIP OF MOUNT OLIVE

Michelle Masser, Municipal Clerk

By: _____
Robert Greenbaum, Mayor

Dated: _____

Laura Harris, Business Administrator

ATTEST: MOUNT OLIVE TOWNSHIP BOARD OF HEALTH

Claudia Tomasello, Board Secretary

By: _____
Joseph Nicastro, Board Chair

Dated: _____

Trevor J. Weigle, Health Officer/Director