

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Borough of Lincoln Park COUNTY: Morris

RECIPIENT: Township of Montville COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Public Health Supervisor Services

EFFECTIVE DATE: January 1, 2015

EXPIRATION DATE: December 31, 2017

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

2015-2017

TOWNSHIP OF MONTVILLE

FULLY EXECUTED

RESOLUTION NO. 2015 -

RESOLUTION OF THE TOWNSHIP OF MONTVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE BOROUGH OF LINCOLN PARK FOR THE PROVISION OF PUBLIC HEALTH NURSE SUPERVISOR SERVICES

WHEREAS, the Township of Montville has a need for Public Health Nurse Supervisor services; and

WHEREAS, after having performed its due diligence to seek such services, the Township of Montville desires to contract with the Borough of Lincoln Park for the furnishing of Public Health Nurse Supervisor services; and

WHEREAS, the Borough of Lincoln Park has indicated a willingness to undertake to provide Public Health Nurse Supervisor services for the Township of Montville; and

WHEREAS, the municipalities have come to an agreement as to the provision of Public Health Nurse Supervisor services to be provided by Lincoln Park to Montville; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Montville, in the County of Morris, and State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute an Interlocal Agreement with the Borough of Lincoln Park for the provision of Public Health Nurse Supervisor services; and

BE IT FURTHER RESOLVED that the Interlocal Agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement.

This Resolution shall take effect immediately.

Adopted: January 13, 2015



Gertrude Atkinson, Township Clerk



Scott C Gallopo, Mayor

RESOLUTION R14-289

RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL/SHARED SERVICES CONTRACT WITH THE TOWNSHIP OF MONTVILLE FOR LOCAL PUBLIC HEALTH NURSE SERVICES


WHEREAS, the Township of Montville (Recipient) desires to contract with the Borough of Lincoln Park (Provider) for the provision of Public Health Nurse Supervisor services; and

WHEREAS, The Board of Health and Provider have indicated a willingness to undertake and provide Public Health Nurse Supervisor services in the township of Montville.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Lincoln Park, County of Morris, State of New Jersey, as follows:

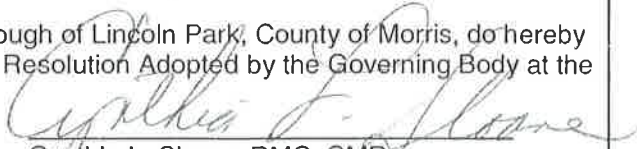
1. The Provider, with the approval of the Recipient, shall provide the services of the properly licensed and credentialed Public Health Nurse Supervisor to oversee, within the territorial jurisdiction of the Recipient, public health nurse activities, as required by NJAC 8:52 "Public Health Practice Standards of Performance for Local Boards of health in New Jersey."
2. A copy of said Agreement is on file in the office of the Borough Clerk and may be viewed during normal business hours; and
3. The Mayor and Borough Clerk and/or any other applicable individual be and are hereby authorized and directed to execute said InterLocal Services Agreement on behalf of the Borough; and
4. A copy of the fully executed Agreement shall be forwarded to the Morris County Joint Insurance Fund.

ATTEST:


 Cynthia L. Sloane, RMC, CMR
 Borough Clerk


 Ann Thompson, Council President

I, Cynthia L. Sloane, Borough Clerk of the Borough of Lincoln Park, County of Morris, do hereby Certify the foregoing to be a true and correct copy of a Resolution Adopted by the Governing Body at the December 15, 2014 Regular Meeting.


 Cynthia L. Sloane RMC, CMR
 Borough Clerk

Cc: Perry Mayers
 Kerry Geisler
 Kathy Skrobala
 Montville Township
 Shared Service Contract File
 File



Interlocal Agreement for Public Health Nurse Supervisor Services Between the Borough of Lincoln Park and the Township of Montville

THIS CONTRACT made and entered into this 8th day of January, 2015 by and between the Borough of Lincoln Park, in the County of Morris, and State of New Jersey, hereinafter referred to as the "Provider," and the Township of Montville, in the County of Morris, and State of New Jersey, hereinafter referred to as the "Recipient":

WHEREAS, the Recipient desires to contract with Provider for the provision of Public Health Nurse Supervisor services by the Provider to the Recipient, as hereinafter set forth; and

WHEREAS, the Board of Health and Provider have indicated a willingness to undertake and provide Public Health Nurse Supervisor services in the Township of Montville as hereinafter set forth:

NOW, THEREFORE, it is understood and agreed as follows:

1. **Services:** The Provider, with the approval of the Recipient, shall provide the services of a properly licensed and credentialed Public Health Nurse Supervisor to oversee, within the territorial jurisdiction of the Recipient, public health nurse activities, as required by N.J.A.C. 8:52 "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey." The Township of Montville will continue to provide the services of a health officer, public health nurse, health secretary, Registrar of Vital Statistics, health educator, Child Health Conference, and Registered Environmental Health Specialist.

Recipient will and does hereby designate the Public Health Nurse Supervisor of the Provider as Public Health Nurse Supervisor of the Recipient. The Public Health Nurse Supervisor shall supervise public health nurse activities within the territorial jurisdiction of the Recipient.

All present and future public health nurse employees of the Recipient shall be supervised by the Public Health Nurse Supervisor and follow her supervision. The Public Health Nurse Supervisor shall be answerable to the authority and direction of the Recipient.

The Public Health Nurse Supervisor of the Provider shall be responsible to the Recipient and the State Department of Health for

all activities required by law, and will provide sufficient time to satisfactorily perform these required duties.

2. **Offices:** The Recipient will supply sufficient office space, necessary stationery, medical supplies, laboratory fees, and miscellaneous office supplies attributable to the activities within the territorial jurisdiction of the Recipient.
3. **Fees:** All license fees, permit fees and other fees shall be collected by the Recipient or other agency of the municipality as authorized by law.
4. **Monthly Reports:** The Public Health Nurse Supervisor, if requested, shall furnish the Recipient with monthly reports of all services rendered by the Public Health Nurse Supervisor and Provider's staff, under the terms of the contract.
5. **Power of the Recipient:** The Recipient shall exercise its statutory health area of control over the Public Health Nurse Supervisor and Provider's staff, but the administrative control of the contracted health services shall be vested entirely in the Provider subject to communication and cooperation with the Recipient.
6. **State Health Aid:** State Health Aid received by the Provider, if any, in connection with services rendered pursuant to this Agreement shall be returned to the Recipient.

It is specifically understood and agreed that no part of this contract is to be contingent upon the receipt by the Recipient of State Health Aid or financial aid from any source whatsoever.

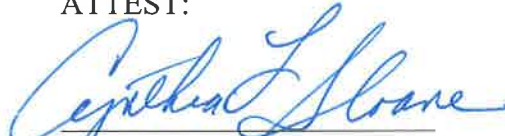
7. **Payment:** In consideration of the faithful performance by the Provider of its agreement herein, the Recipient covenants and agrees to pay the Provider \$1,250 quarterly, at the end of each service-period quarter, for the period from January 1, 2015, through December 31, 2015. Commencing January 1, 2016, through December 31, 2016, the Recipient agrees to pay the Provider \$1,275 quarterly, at the beginning of each quarter. Commencing January 1, 2017 through December 31, 2017, the Recipient agrees to pay the Provider \$1,300 quarterly, at the end of each service-period quarter.
8. **Meetings:** It is understood that Boards of Health of the Provider and the Recipient may periodically meet jointly, as may be deemed necessary by either party. *Such request(s) to meet jointly shall not be unreasonably made*

The Public Health Nurse Supervisor or her representative may meet with the Recipient, at its regular meeting, and special meetings as required during the contract period as part of this Agreement.


9. **Termination:** Either party may terminate this contract giving ninety (90) days notice in writing, delivered to the Recipient and to the Provider, at their respective municipal buildings, and to the New Jersey State Department of Health. Delivery shall be made by personal service, overnight carrier service, or registered/certified mail. Any such notice by the Recipient shall specify its method of continuing to meet State required standards of performance.
10. **Renegotiation:** This contract shall be renegotiated sixty (60) days prior to its termination date. A written letter of intent shall be forwarded from Recipient to the Provider within the time period agreed herein, and this written letter of intent shall bind the Recipient for the succeeding contract period of one (1) calendar year for actual work undertaken.
11. **Emergency Services:** Services requested by the Recipient to fill an emergency need not be included in the scope of services otherwise provided for in this Agreement or necessary in excess of the anticipated contracted amount shall be provided by Provider, and shall be paid for by the Recipient at the customary charge rate schedule of the Provider.
12. **Term:** It is understood and agreed by and between the parties hereto that this contract shall begin January 1, 2015 and terminate on December 31, 2017, unless extended or renegotiated to the mutual satisfaction of both parties prior to the termination date, and shall take effect following adoption of appropriate Resolutions by all of the contracting parties.
13. **Indemnification:** Recipient and Provider shall indemnify and hold each other harmless of and from any and all liability, claims and demands whatsoever made upon and as a result of the obligations required hereunder except insofar as each may be liable under the terms of this contract or applicable law.

IN WITNESS WHEREOF, each party has caused its authorized officials to sign and seal this Agreement on its behalf the day and year first above written.

ATTEST:


CYNTHIA SLOANE
BOROUGH CLERK

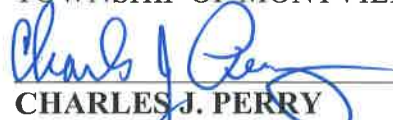
BOROUGH OF LINCOLN PARK

BY: 
Dr. DAVID A. RUNFELDT
MAYOR

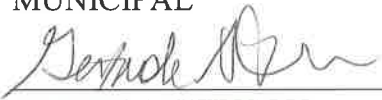
ATTEST:


VICTOR M. CANNING
ADMINISTRATOR

BOARD OF HEALTH OF THE
TOWNSHIP OF MONTVILLE


CHARLES J. PERRY
CHAIRMAN

ATTEST:
MUNICIPAL


TRUDY ATKINSON
TOWNSHIP CLERK

TOWNSHIP OF MONTVILLE


~~DONALD KOSTKA~~ SCOTT C. GALLO
MAYOR