

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Montville COUNTY: Morris

RECIPIENT: Borough of Mountain Lakes COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Health Services Year 2014

EFFECTIVE DATE: Jan 1, 2014

EXPIRATION DATE: Dec 31, 2014

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.

TOWNSHIP OF MONTVILLE

FULLY EXECUTED

RESOLUTION NO. 2014

RESOLUTION AUTHORIZING THE ENTRY INTO AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONTVILLE AND THE BOROUGH OF MOUNTAIN LAKES (HEALTH SERVICES 2014)


WHEREAS, the Board of Health of the Township of Montville has advised the Township Committee of their desire to have the Township enter into an Interlocal Services Agreement with the Borough of Mountain Lakes for health services for the Year 2014; and

WHEREAS, the Township of Montville has agreed to provide the Borough of Mountain Lakes with health services under such terms and conditions as are set forth in a "Contract for Health Services" attached hereto; and

WHEREAS, pursuant to N.J.S.A. 40:8A-1, the Township of Montville may, by Resolution, enter into an Interlocal Services Agreement with another local governmental entity.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Montville, in the County of Morris, and State of New Jersey, that the appropriate Township officials are hereby authorized to execute an agreement between the Township of Montville and the Borough of Mountain Lakes for the provision of health services for the year 2014 in the form attached hereto.

Adopted: September 9, 2014


Gertrude Atkinson, Township Clerk


Donald Kostka, Mayor

CONTRACT FOR HEALTH SERVICES

THIS CONTRACT made and entered into this ^{2nd} day of January, 2014 by and between the Township of Montville in the County of Morris and State of New Jersey, hereinafter referred to as the "Provider" and the Borough of Mountain Lakes, Morris County, New Jersey, hereinafter referred to as the "Recipient":

WHEREAS, the Recipient desires to contract with Provider for the furnishing to the Recipient by the Provider of health services as hereinafter set forth: and

WHEREAS, the Board of Health of the Township of Montville and Provider have indicated a willingness to undertake to provide health services in the Borough of Mountain Lakes as hereinafter set forth:

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

1. The Provider, with the approval of the Recipient, shall provide the services of a properly licensed Health Officer, Public Health Nurse, Public Health Nurse Supervisor, Health Educator and Registered Environmental Health Specialist to aid in carrying out, within the territorial jurisdiction of the Recipient, public health activities, including, but not limited to environmental health, health education, nursing and administrative and supervisory activities, as required by the Local Health Services Act, P.L. 329, 1975 - "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" (N.J.S.A. 26:3A2-1 et seq.). Also provided shall be the services of the professional staff used in conjunction with the child health conference and health screenings which are made available to the Recipient.
2. Recipient will and does hereby designate the Health Officer of the Provider as Health Officer of the Recipient. The Health Officer shall supervise health activities within the territorial jurisdiction of the Recipient and shall enforce, and assist with respect to violations of, statutes and ordinances relating to public health. The Health Officer and/or other professional staff shall also conduct investigations and/or supervise personnel in the making of investigations and assist Recipient in obtaining compliance with the Law.

3. All present and future health service employees of the Recipient shall be supervised by the Health Officer and/or other professional staff and follow their supervision. The Health Officer shall be answerable to the authority and direction of the Recipient's Board of Health.
4. The Health Officer of the Provider shall be responsible to the Board of Health and State Department of Health for all "Core" activities required by P.L. 329, 1975, and will provide sufficient time to satisfactorily perform these required duties.
5. The Recipient will supply sufficient office space, necessary stationery, chemical supplies, laboratory fees and miscellaneous office supplies attributable to the activities within the territorial jurisdiction of the Recipient.
6. All license fees, permit fees and other fees shall be collected by the Recipient or other agency of the municipality as authorized by law.
7. The Health Officer shall furnish the Recipient with monthly reports of all services rendered by the Health Officer and his staff under the terms of the contract.
8. Power of the Recipient: The Recipient's Board of Health shall exercise its statutory health area of control over the Health Officer and Providers 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.
9. State Health Aid received by the Provider in connection with services rendered pursuant to this agreement shall be returned to the Recipient.
10. 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 whatever.
11. In consideration of the faithful performance by the Provider of its agreement herein, the Recipient covenants and agrees to pay the Provider \$2,941.50 per month, payable quarterly at the beginning of each quarter, for the period from January 1, 2014 through December 31, 2014 which shall be the period of this contract, provided, however, services rendered for a portion of a month provided shall be pro rata.
12. It is understood that Boards of Health of the Provider and of the Recipient shall meet jointly periodically as may be deemed necessary

by either party. Joint discussion will involve mutual problems and needs, objectives, methods of obtaining objectives and an evaluation of accomplishments.

13. The Health Officer or his representative shall meet with the Board of Health of the Recipient at its regular meeting, and special meetings as requested during the contract period as part of this agreement.
14. 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 Commission of Health. Any such notice by the Recipient shall specify its method of continuing to meet State required standards of performance.
15. Renegotiation: This contract shall be renegotiated sixty (60) days prior to its termination date. A written letter of intent shall be forwarded from the 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 calendar year for actual work undertaken.
16. Services requested by the Recipient to fill an emergency need not 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.
17. It is understood and agreed by and between the parties hereto that this contract shall begin January 1, 2014 and terminate on December 31, 2014, 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 each of the contracting parties.
18. 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:

BOROUGH OF MOUNTAIN LAKES

Michelle Remy
Clerk

BY: [Signature]
Mayor Borough Manager

ATTEST:

BOARD OF HEALTH OF THE
TOWNSHIP OF MONTVILLE

John A. Wozniak
Secretary Health
Officer

BY: [Signature]
President

ATTEST:
MUNICIPAL

TOWNSHIP OF MONTVILLE

Gertrude Atkinson
Township Clerk

BY: [Signature]
Mayor

