

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Township of Union COUNTY: Union

RECIPIENT: Borough of Kenilworth COUNTY: Union

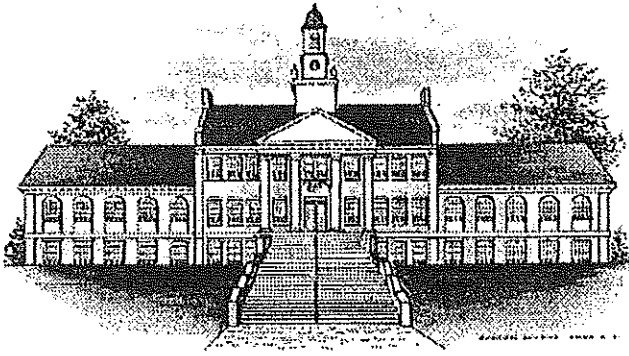
**BRIEF DESCRIPTION OF SERVICE:**

The Township of Union provides a health officer for the Borough of Kenilworth and is paid for the services.

EFFECTIVE DATE: Jan 1, 2017

EXPIRATION DATE: Dec 31, 2017

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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 UNION

IN THE COUNTY OF UNION

Department of Health and Environmental Protection  
1976 MORRIS AVENUE  
UNION, NEW JERSEY 07083  
908-851-8507 Phone  
908-851-4673 FAX  
Marconi A. Gapas, Health Officer  
mgapas@uniontownship.com  
William Strazza, Esq., BOH Attorney

## CONTRACT

***THIS CONTRACT, MADE AND ENTERED INTO THIS FIRST OF JANUARY, 2017, BY AND BETWEEN THE TOWNSHIP OF UNION BOARD OF HEALTH, HEREINAFTER REFERRED TO AS THE PROVIDER, AND THE BOROUGH OF KENILWORTH BOARD OF HEALTH, HEREINAFTER REFERRED TO AS THE RECIPIENT:***

NOW, THEREFORE, IT IS understood and agreed as follows:

1. The recipient desires to contract with the Provider for furnishing the recipient with a properly licensed Health Officer, who shall serve as the chief administrative officer during regularly scheduled work hours in compliance with "Minimum Standards of Performance" and who shall provide general supervision of the activities of Registered Environmental Health Specialist and personnel employed by the Recipient.
2. The Recipient designates the Health Officer employed by the Provider as its general agent for supervising the Registered Environmental Health Specialist and other personnel employed by the Borough of Kenilworth Board of Health.
3. The Registered Environmental Health Specialist and/or other personnel who will be performing investigations and other related duties shall inform the Provider's Health Officer of their findings regarding the statutes, ordinances and related public health activities.
4. The Registered Environmental Health Specialist shall inspect and advise the Health Officer whether or not the premises for which a license, permit or certification is required to be issued by the Recipient meets the requirements thereof.
5. Present and future employees of the Recipient's health department shall be supervised by the Health Officer.
6. The Health Officer shall furnish a monthly report to the recipient of their health department services and activities.
7. In consideration of the faithful performance by the provider of its agreement herein, the Recipient covenants and agrees to pay the Township of Union Board of Health \$7,879.50 for Health Officer supervision services only for the period of January 1, 2017 to December 31, 2017, and be paid and distributed in the following manner:

<i>On or before</i>	<i>April 1, 2017</i>	<i>\$1,969.86</i>
	<i>July 1, 2017</i>	<i>\$1,969.88</i>
	<i>Oct. 1, 2017</i>	<i>\$1,969.88</i>
	<i>Dec. 1, 2017</i>	<i>\$1,969.88</i>

8. It is understood and agreed that the Boards of Health of the Municipalities or their representatives shall endeavor to meet jointly at least one (1) time annually to discuss their mutual problems and needs.
9. The provisions of this contract are contingent upon the Provider having in its employ a full-time, licensed Health Officer qualified under the applicable laws of the state of New Jersey. If for any reason the Provider shall not continue to have in its employ a Health Officer, either party may terminate this contract upon notice and each will waive and release all the remedies and damages incurred as a result of the termination of this contract. In addition to the above provisions, the Recipient shall have the right to cancel this agreement at any time upon giving the Provider written notice of its intentions to withdraw in conformance with the provisions specified in Title 26:3A2-12, or as otherwise agreed to by both parties.
10. This agreement will be automatically renewed for one (1) year terms commencing January 1<sup>st</sup> of each ensuing calendar year unless either of the parties give notice to the other in writing of the party's decision not to renew. All terms and conditions shall remain in effect until the parties renegotiate considerations to be paid to the Provider.
11. The Borough of Kenilworth will and does hereby indemnify the Township of Union of the county of Union, the Board of Health of Union, and it's authorized agents, namely, the Health Officer, against and save them harmless from any and all claims for damage or otherwise arising out of the services herein contracted to be provided.
12. The services provided shall be in accordance with N.J.A.C. 8:52 and shall not violate any state statute or regulation.

**IN WITNESS WHEREOF**, each party has caused its authorized officials to sign and seal this contract on this 11 day of January, 2017.

**TOWNSHIP OF UNION BOARD OF HEALTH:**

BY: Jaakko Carter ATTEST: [Signature] 01/11/17  
 President Secretary Date

**BOROUGH OF KENILWORTH BOARD OF HEALTH:**

BY: Randy Br. Moscarato ATTEST: [Signature] 01-05-17  
 President Secretary

[Signature] 1-12-17  
 Mayor Date