

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Morris COUNTY: Morris

RECIPIENT: Montville Township COUNTY: Morris

BRIEF DESCRIPTION OF SERVICE:

Certified Health Education Services

EFFECTIVE DATE: 01/01/17

EXPIRATION DATE: 12/31/19

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT _____

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
RESOLUTION NO. 2016 -

3 yrs - 2017-2019

RESOLUTION OF THE TOWNSHIP OF MONTVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONTVILLE AND THE COUNTY OF MORRIS, DEPARTMENT OF LAW AND PUBLIC SAFETY, OFFICE OF HEALTH MANAGEMENT FOR CERTIFIED HEALTH EDUCATION SPECIALIST SERVICES

WHEREAS, pursuant to Local Health Services Act (N.J.S.A. 26:3A) the Township of Montville may enter into a Shared Services Agreement with another local government entity for the furnishing of local health services; and

WHEREAS, the Township of Montville and the County of Morris, Department of Law and Public Safety, Office of Health Management have agreed to enter into a Shared Services Agreement to provide the services of a Certified Health Education Specialist for a term of three (3) years; and

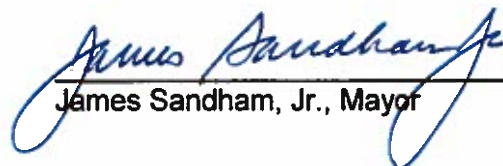
WHEREAS, the Mayor and Township Committee have reviewed, are familiar with and have agreed to the terms and conditions of shared services agreement between the Township of Montville and the County of Morris, Department of Law and Public Safety, Office of Health Management.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Montville, in the County of Morris, and State of New Jersey, that the Mayor is hereby authorized and directed to enter into the attached Share Services Agreement between the Township of Montville and the County of Morris, Department of Law and Public Safety, Officer of Health Management for the services of Certified Health Education Specialist, for a term of three (3) years in an amount to be paid by the Township of Montville of Nine Thousand Eight Hundred Sixty Five (\$9865.35) Dollars over the three-year period as set forth in the Agreement attached hereto.

This Resolution shall take effect immediately.

Adopted: November 9, 2016


Gertrude Atkinson, Township Clerk


James Sandham, Jr., Mayor

SHARED SERVICES AGREEMENT FOR PUBLIC HEALTH SERVICES

THIS AGREEMENT is made this 9th day of November 2016, by and between the County of Morris, Department of Law & Public Safety, Office of Health Management, with offices located at 634 West Hanover Avenue, Morris, NJ 07861 (hereinafter called "Provider") and the Township of Montville, with offices located 195 Changebridge Road, Montville, NJ 07045 (hereinafter called the "Recipient").

WHEREAS, the Provider and the Recipient seek to enter into a Shared Services Agreement for the furnishing of local health services to the Recipient by the Provider in accordance with the Local Health Services Act as codified at N.J.S.A. 26:3A2-1, et seq.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, the Parties agree as follows:

1. The Provider shall provide the services of a Health Educator who is credentialed as a Certified Health Education Specialist (C.H.E.S.) in accordance with N.J.A.C. 8:52-1.1 et seq., Public Health Practice Standards of Performance for Local Boards of Health in New Jersey.
2. Health Educator services to be provided to the Recipient by the Provider are set forth in the Program Proposal for Local Health Services attached hereto and marked as "Exhibit A".
3. The Recipient's Health Officer shall supervise services rendered by the Provider's Health Educator.
4. The Provider's Health Officer shall furnish the Recipient's Health Officer with monthly reports of all services rendered to the Recipient including services provided under the terms of this agreement.

5. It is understood that the Provider and 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.
6. It is understood that the term of this Agreement shall begin January 1, 2017 and terminate on December 31, 2019 unless extended or renegotiated to the mutual satisfaction of both the Provider and the Recipient prior to the termination date, and shall take effect following adoption of appropriate resolutions by each of the contracting parties.
7. The Recipient shall pay the Provider for the services provided under the terms of this Agreement as follows:
 - (a) A total of \$3,223.55 for calendar year 2017 which shall be paid in four quarterly installments, the first three of which shall be \$805.00 and the final fourth shall be \$808.55.
 - (b) A total of \$3,288.02 for calendar year 2018 which shall be paid in four quarterly installments, the first three of which shall be \$822.00 and the final fourth shall be \$822.02.
 - (c) A total of \$3,353.78 for calendar year 2019 which shall be paid in four quarterly installments, the first three of which shall be \$838.00 and the final fourth shall be \$839.78.
8. Payment shall be made within thirty (30) days of submission of an invoice from the Provider to the Recipient or by other means as agreed by the Chief Fiscal Officers of both parties.
9. The term of this Agreement shall be January 1, 2017 through December 31, 2019. Either Party may terminate this Agreement by giving one hundred eighty (180) days

written notice to the other party. All written notice referenced in this paragraph shall be delivered to the Recipient at Township of Montville, 195 Changebridge Road, Montville, NJ 07045 and to the Provider at County of Morris, P.O. Box 900, Morristown, NJ 07963.

10. The Parties agree that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the respective Parties for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the Parties in connection with the Parties' responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.
11. The Parties shall keep work under their control and shall not assign, transfer, sublet, or otherwise dispose of this Agreement, or any right or responsibility hereunder, without previous consent in writing by the Provider and Recipient, unless by and with the like consent of Provider and Recipient. Consent by the Provider and Recipient of an assignment of this agreement shall not, in any way, release Parties from their covenants and terms of this Agreement and the duties imposed hereunder.
12. In addition to the other rights and remedies of the parties herein, the Township of Montville agrees to indemnify and hold harmless the County of Morris, 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 Township of Montville personnel arising out of this Agreement or any of the obligations assumed by the Township of Montville hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Montville is solely or jointly responsible for such liability. In the event it is determined by a Court that Township

of Montville is not solely responsible for said liability, then the Township of Montville's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township of Montville. The Township of Montville, upon notice from the County, shall resist and defend, at the expense of Township of Montville, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Montville's obligation under this paragraph.

13. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Township of Montville, 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 County arising out of this agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County is solely or jointly responsible for such liability. In the event it is determined by a court that the County is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Township of Montville, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Township of Montville. In addition, at its option, the Township of Montville may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County's obligation under this paragraph.

14. The Township of Montville agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related

matters; and (b) that the Township of Montville submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.

15. A copy of this signed agreement shall be submitted to the New Jersey Department of Health, Division of Health Infrastructure and Emergency Response, Office of Public Health Infrastructure.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, seals, and caused these presents to be signed by their proper officers.

ATTEST:



Diane M. Ketchum
CLERK OF THE BOARD

**MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS**



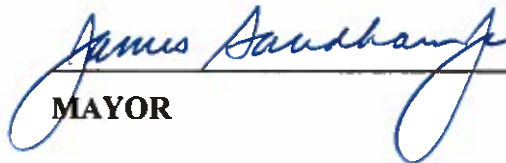
Kathryn A. DeFillippo
FREEHOLDER DIRECTOR

ATTEST:



MUNICIPAL CLERK

TOWNSHIP OF MONTVILLE



MAYOR

EXHIBIT A
PROGRAMMATIC PROPOSAL
FOR LOCAL HEALTH SERVICES & ACTIVITIES

County of Morris, Department of Law & Public Safety, Office of Health Management
AND
the Township of Montville

The Provider shall furnish the following local health services to the Recipient:

- A. **Health Education & Promotion:** Provision of a certified Health Educator to plan, implement, and evaluate health education programs and/or interventions in accordance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey in areas such as: alcohol and drug abuse control; smoking prevention and cessation; nutrition; injury control; physical fitness and exercise; emergency preparedness; chronic disease (diabetes, cardiovascular, cancer); communicable disease control. Provision of two food handling training in English to food establishment staff at least once per year. Training will be provided in the Township of Montville contingent on space for classroom instruction, which is acceptable to the Provider and/or an adequate number of course registrants. In cases where said space for classroom instruction is not available and/or the number of registrants are not adequate, instruction shall be provided at the Morris County Public Safety Academy, Parsippany-Troy Hills, NJ or at another location approved by the Provider. Training may be open at the Provider's discretion to other municipalities contingent on available space. The Provider reserves the right to cancel any scheduled food handling class with less than five (5) registrants. Food handling training offered in Spanish by the Provider at the Morris County Public Safety Academy, Parsippany-Troy Hills, NJ shall be open to Recipient's registrants.

**Board of Chosen Freeholders
Morris County, New Jersey**

Resolution No. 11

Adopted: December 14, 2016

BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey as follows:

- 1) The Director of the Board of Chosen Freeholders is hereby authorized to sign and execute a Shared Services Agreement with the Township of Montville for the furnishing of public health services, a copy of which is on file in the Office of the Department of Law & Public Safety and made a part hereof by reference.
- 2) The aforesaid contract shall run from 2017 through 2019 with the following fees:

2017	\$3,223.55
2018	\$3,288.02
2019	\$3,353.78
- 3) This resolution shall take effect in accordance with law.

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Morris at a regular meeting on December 14, 2016.



Diane M. Ketchum, Clerk of the Board

COUNTY OF MORRIS
DEPARTMENT OF LAW & PUBLIC SAFETY
OFFICE OF HEALTH MANAGEMENT

Board of Chosen Freeholders

Director
Kathryn A. DeFillippo
Deputy Director
Hank Lyon

Douglas R. Cabana
John Cesaro
Thomas J. Mastrangelo
Christine Myers
Deborah Smith

P.O. Box 900
Morristown, New Jersey 07963-0900



County Administrator
John Bonanni
Director of Law & Public Safety
Scott DiGiralomo
Health Officer
Carlos Perez, Jr.

973-631-5484
FAX 973-631-5490

December 22, 2016



Ms. Gertrude H. Atkinson
Township Clerk
Township of Montville
195 Changebridge Road
Montville, NJ 07045

Dear Ms. Atkinson:

Enclosed herein is an original copy of the executed shared services agreement between the County of Morris and the Township of Montville for health education services. A certified copy of the resolution from the Board of Chosen Freeholders authorizing execution of the agreement is also included for your records.

Should you have any questions or require anything additional, please feel free to contact me by calling (973) 631-5485.

Sincerely yours,


Carlos Perez, Jr.
Health Officer

cc: Ms. Aimee Puluso, Montville Township Health Officer
Certified Mail No. 7001 1570 0001 3559 9932
Enclosures: (1)
CPJ