

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF RENEWAL OF A SHARED SERVICES AGREEMENT BETWEEN WEST WINDSOR TOWNSHIP AND ROBBINSVILLE TOWNSHIP FOR THE PROVISION OF PUBLIC HEALTH SERVICES

WHEREAS, Robbinsville Township is in need of the provision of local public health services and is desirous of renewing a Shared Services Agreement; and

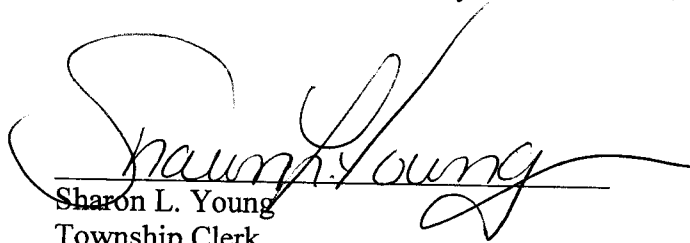
WHEREAS, West Windsor Township is desirous of renewing a Shared Services Agreement to provide public health services to Robbinsville Township; and

WHEREAS, a Shared Services Agreement has been drafted pursuant to N.J.S.A. 40A:65-1 et. seq. effectuating the intent of the parties and is annexed hereto.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk are hereby authorized to execute the renewal of a Shared Services Agreement with Robbinsville Township for the provision of public health services.

Adopted: December 7, 2015

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 7<sup>th</sup> day of December 2015.

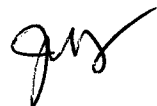
A handwritten signature in cursive script, reading "Sharon L. Young". The signature is written in black ink and is positioned above the printed name and title of the signatory.

Sharon L. Young  
Township Clerk  
West Windsor Township

**TOWNSHIP OF WEST WINDSOR**  
**Division of Health**

**MEMORANDUM**

**TO:** Marlena Schmid, Business Administrator

**FROM:** Jill M. Swanson, Health Officer 

**SUBJECT:** **Renewal of Contract for the Provision of Public Health Services provided by West Windsor Township Health Department to Robbinsville Township**

**DATE:** November 25, 2015

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Attached please find the proposed contract which is recommended for renewal for the shared services agreement to provide public health services to the community of Robbinsville Township. This is a renewal of a long-standing agreement for our Health Department cover Robbinsville Township. The services provided are required by the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*, N.J.A.C. 8:52.

The contract cost of service to Robbinsville Township increases 2% annually.

Please advise if additional clarification is needed.

**A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES  
AGREEMENT FOR HEALTH SERVICES BETWEEN  
THE TOWNSHIP OF ROBBINSVILLE AND THE TOWNSHIP OF WEST WINDSOR**

**WHEREAS**, the Township of Robbinsville desires to contract with the Township of West Windsor for the provision of Health Services for the period of January 1, 2016 to December 31, 2018; and

**WHEREAS**, the Township of West Windsor has agreed to provide services to the Township of Robbinsville a rate of \$79,706.00 for 2016, \$81,300.00 for 2017 and \$82,926.00 for 2018; and

**WHEREAS**, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available for this purpose in account number 6-01-27-330-000-228, 7-01-27-330-000-228, 8-01-27-330-000-228 pending the adoption of the 2016, 2017 and 2018 municipal budgets; and

**WHEREAS**, this agreement is in the best interest of the Township of Robbinsville.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Robbinsville, in the County of Mercer and State of New Jersey, that the Shared Services Agreement mentioned above is hereby authorized and accepted and the proper officials of the Township of Robbinsville are authorized to execute said agreement.

**BE IT FURTHER RESOLVED** that the agreement shall take effect upon the execution of agreement by the parties in accordance with N.J.S.A. 40A:65-5(c), et seq.

**BE IT FURTHER RESOLVED** that a copy of this resolution and agreement shall be forwarded to the Director of the Division of Local Government Services as per NJSA 40A:65-4 (3)b.

I certify this to be a true copy of a resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on December 3, 2015.



Michele Seigfried, Municipal Clerk

**SHARED SERVICES HEALTH AGREEMENT BETWEEN  
WEST WINDSOR TOWNSHIP AND ROBBINSVILLE TOWNSHIP**

**THIS AGREEMENT**, made January 1, 2016 by and between the Township of West Windsor, a municipal corporation of the State of New Jersey, located at P.O. Box 38, West Windsor, New Jersey 08550, hereinafter referred to as "West Windsor", and the Township of Robbinsville, a municipal corporation of the State of New Jersey, located at One Washington Boulevard, Suite 6, Robbinsville, New Jersey, 08691 hereinafter known as "Robbinsville."

**WITNESSETH:**

**WHEREAS**, Robbinsville and West Windsor are responsible by law for the protection of public health and for the provision of certain health services and wish to provide such services for their residents; and

**WHEREAS**, Robbinsville desires to contract with West Windsor for the provision of certain mandated professional services; and

**WHEREAS**, Robbinsville desires to designate the Health Officer of West Windsor as the Health Officer of Robbinsville for purposes of the enforcement and provision of various health services; and

**WHEREAS**, the "Shared Services Act," N.J.S.A. 40A:65-1, et. seq., permits Municipalities of this State to enter into contracts with other Municipalities for the provision, within their jurisdiction, of services which any party to the agreement is empowered to provide within its own jurisdiction; and

**WHEREAS**, West Windsor and Robbinsville have authorized and approved this Agreement by Resolution duly adopted pursuant to N.J.S.A. 40A:65-5, et. seq. of the "Shared Services Act", and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, this Agreement will take effect upon adoption of an appropriate Resolution by both municipalities authorizing contract and upon execution of said contract; and

**WHEREAS**, pursuant to N.J.S.A.65-6, West Windsor Township is designated as the primary employer of staff providing health services as outlined in this Agreement;

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

1. **Health Officer Designation:** The West Windsor Health Officer shall be designated the Full-time Health Officer of Robbinsville to carry out a program of public health services in conformance with the Local Health Services Act, N.J.S.A. 26:3a2-21, et. seq. West Windsor shall provide to Robbinsville a program to meet

the Activities listed and described in the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, "N.J.A.C. 8:52, and shall assist Robbinsville Township in meeting all the requirements set forth in these "Practice Standards," subject to the provisions of Paragraph 2 of this Agreement.

2. **Scope of Services:**

A. West Windsor shall directly provide the following services:

1. Administration and Support Services
  - a. Administration
  - b. Health Promotion
  - c. Public Health Nursing Services
  - d. Public Health Emergency Preparedness
2. Environmental Health
  - a. Recreational Bathing
  - b. Campgrounds
  - c. Youth Camps
  - d. Food Surveillance
  - e. Occupational Health
  - f. Public Health Nuisances, except for high grass & property maintenance issues
3. Communicable Disease
  - a. Reportable Diseases
  - b. Immunization
  - c. Rabies and Zoonosis Control
  - d. Tuberculosis Control
4. Maternal and Child Health
  - a. Lead Poisoning
  - b. Improved Pregnancy Outcome
5. Adult Health Services
  - a. Cancer Services
  - b. Diabetes Services
  - c. Cardiovascular Disease Services
  - d. Health Services for Older Adults

B. Robbinsville shall be responsible for providing the following services:

1. Miscellaneous Services
  - a. Complaints related to high grass, weeds, and property maintenance issues
  - b. Housing Code Inspection and Complaint Investigations

2. Contractual Services
  - a. Child Health Conference
  - b. Childhood Blood Lead Samples
  - c. Sexually Transmitted Disease Clinic
  - d. Animal Control Services

3. Secretarial Services: West Windsor shall provide secretarial and related clerical services to Robbinsville with the exception of the following which will be provided directly by Robbinsville Township: A. Vital Statistics, B. Preparation of Board of Health minutes, and C. Issuance of licenses and permits and collection of fees.

4. Coordination:

A. The West Windsor Health Officer, as Health Officer of Robbinsville, may assign licensed West Windsor employees to perform services provided for herein.

B. Robbinsville employees and contractors providing services under Paragraph 2 and Paragraph 3 of this Agreement shall coordinate their activities directly with and report directly to the West Windsor Health Officer as specified in "Practice Standards."

5. Communications: The Robbinsville Township Board of Health shall establish all policies to be followed by the West Windsor Health Officer. The Health Officer shall, however, respond to communications made by the Mayor, Business Administrator or Board of Health Chairperson of Robbinsville Township as may be required. During the term of this Agreement, West Windsor will maintain a separate, dedicated phone line in its office for the handling of all Robbinsville Township business.

6. Fees: All license fees, permit fees and other fees, legally collectable by Robbinsville or other designated agents of Robbinsville, shall be retained by Robbinsville.

7. **Ordinance Compliance:** Robbinsville shall enact all ordinances required by the State "Practice Standards" to enable West Windsor to perform its responsibilities under this Agreement. The West Windsor Health Officer will advise the Board of Health of any Ordinances needed to effectively provide health services or conform with statutory requirements.
  
8. **Enforcement:**
  - A. In order for the West Windsor Health Officer to provide compliance with "Practice Standards" on behalf of Robbinsville, no licenses or permits for which Health Officer approval is necessary shall be issued to any establishment or person except upon written recommendation by the West Windsor Health Officer or his duly designated and authorized representative.
  
  - B. The West Windsor Health Officer shall provide Robbinsville with evidence of violation of statutes and ordinances related to public health, revealed in inspections and shall enforce compliance with the law. The West Windsor Health Officer or licensed staff will not perform any food-handling establishment, private well, swimming pool or individual sewage disposal inspections before notification from Robbinsville that the appropriate permit fees have been paid. He will, thereafter, comply with those requirements made of him for estimation of hours for plan review and inspection time needed as required in the Robbinsville Township Health Code and any other appropriate ordinances adopted, past, present and future, by the Robbinsville Township Board of Health. Robbinsville shall provide legal assistance for prosecution of violations as requested by the Health Officer.
  
9. **Annual Report:** The West Windsor Health Officer shall furnish Robbinsville with a copy of the written annual report submitted by West Windsor to the State.
  
10. **Files:** All existing and new files of the Robbinsville Board of Health are and will remain the sole property of Robbinsville. New files may be maintained in the West Windsor Township Offices and will be returned to Robbinsville upon termination of this Agreement. Duplicate copies of any material on file in West Windsor may be requested by Robbinsville and shall be provided as requested.
  
11. **Worker's Compensation Insurance:** West Windsor employees will be covered and paid for by West Windsor's workers compensation insurance policy even when working in Robbinsville pursuant to the terms of the within Agreement.

12. **Automobile Insurance:** West Windsor shall be responsible for the provision of automobile insurance for its Health Officer and staff, which insurance shall provide coverage whenever the Health Officer and/or staff are providing services to Robbinsville pursuant to the provisions of the within Agreement during regular business hours, or, whenever a vehicle owned by West Windsor Township is in Robbinsville Township for Board of Health business.
13. **Indemnification:** Robbinsville shall hold harmless and defend West Windsor against any and all claims brought against West Windsor or any of its agents or employees arising out of West Windsor performing any activity on behalf of Robbinsville under the terms of this Agreement. However, Robbinsville shall not be responsible for any such claims arising out of the willful, wanton, negligent, malicious or criminal conduct of any agent or employees of West Windsor. Excluded are automobile liability claims brought by third parties and/or workers compensation claims by the West Windsor Health Officer and/or his staff as to which West Windsor shall indemnify, defend and save Robbinsville harmless.
14. **Public Health Priority Funds:** It is understood that, West Windsor Township by virtue of this Agreement, or otherwise, may, in the future, be eligible for New Jersey Public Health Priority Fund reimbursements. It is understood that West Windsor shall retain all such funding received from the State of New Jersey.
15. **Cost of Service, 2016:** Robbinsville Township agrees to a contract price of seventy-nine thousand, seven hundred and six (\$79, 706) dollars for 2016, which represents a 2% increase from the cost of services in 2015.
- If State requirements change and thereby require the provision of any additional services not previously rendered, or if the scope of services provided to Robbinsville is required to significantly increase, West Windsor shall not be responsible for providing said additional services to Robbinsville except through amendment to this Agreement.
16. **Cost of Services, 2017:** Upon the anniversary date of January 1, 2017, the base amount of the Agreement shall be increased in the amount of 2% to a total of eighty-one thousand three hundred (\$81,300.00) dollars.
- Cost of Services, 2018:** Upon the anniversary date of January 1, 2018, the base amount of the Agreement shall be increased in the amount of 2% to a total of eighty-two thousand nine hundred twenty-six (\$82,926.00) dollars.

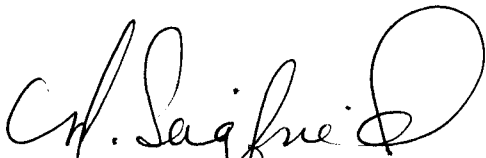


17. **Payment:** Robbinsville shall pay West Windsor for services provided under this Agreement as follows:


Quarterly payments shall be made in advance with one-fourth of the total year's payment made on or before the first day of each calendar quarter, based upon a quarterly voucher submitted by West Windsor to Robbinsville.

18. **Effective Date/Termination:** This Agreement shall be effective January 1, 2016 through December 31, 2018.

19. **Automatic Renewal:** Within 90 days of the termination date of this Agreement, either party may elect to notify, in writing, the other party of their intention not to renew this Agreement. If a minimum of 90 days written notification is not provided, this Agreement shall be automatically renewable for successive 1 year periods at a cost increase of 2%.

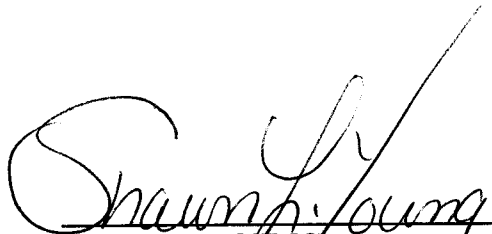
  
MICHELE AURBETTA SEIGFRIED  
CLERK

TOWNSHIP OF ROBBINSVILLE

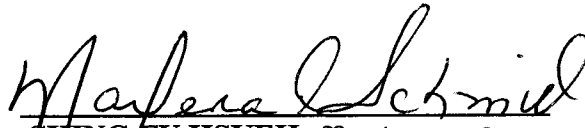
  
DAVID FRIED  
MAYOR

12/4/15  
DATE

12/4/15  
DATE

  
SHARON YOUNG  
CLERK

TOWNSHIP OF WEST WINDSOR

  
SHING FUHSUEH Marlana Schmid  
MAYOR Acting Mayor

12/8/15  
DATE

12/08/15  
DATE